

Linden Board of Education

AGREEMENT

Between

**THE BOARD OF EDUCATION
OF
THE CITY OF LINDEN**

(Maintenance Personnel, Custodians)

And

TEAMSTERS UNION LOCAL 102

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA.**

Covering Period: July 1, 1988

Ending: June 30, 1991

INDEX

PAGE

Article I Recognition.....3
Article II Dues Check Off.....4
Article III Seniority.....5
Article IV Shop Steward.....6
Article V Grievance Procedure.....7
Article VI Visitation Rights.....9
Article VII Hours of Work.....9
Article VIII Leaves of Absence.....10
Article IX Bulletin Boards.....11
Article X Non-Discrimination.....11
Article XI Management Rights.....12
Article XII Discharges and Discipline.....13
Article XIII No Strikes or Lockouts.....14
Article XIV Safety and Protective Clothing.....14
Article XV Miscellaneous.....15
Article XVI Job Posting and Bidding.....16
Article XVII Maintenance of Standards.....17
Article XVIII Welfare.....17
Article XIX Holidays.....18
Article XX Wages.....19
Article XXI Maintenance Department.....22
Article XXII Representation Fee.....22
Article XXIII Terms of Agreement.....24

ARTICLE II

Dues Check-Off

1. The Board agrees that it will deduct the Union dues and initiation fees from the pay of each Union employee once each month and transmit the same with a list of such employees to the Secretary-Treasurer of Local 102, I.B.T., before the 16th of each month.

2. The Union agrees to furnish written authorization in accordance with the law from each employee authorizing these deductions. The authorization shall be in the form hereinafter appearing as Exhibit "A".

3. The Union will furnish to the Board a written statement of the dues to be deducted. In the event the Board, in complying with the foregoing, is unable to deduct an employee's monthly dues for lack of earnings, the Board will make said deduction in the next month, in addition to the deduction for such succeeding month, if earnings are available. In no event shall deductions in any monthly payroll period exceed two (2) months of deductions.

4. All deductions shall be remitted to the Secretary-Treasurer of the Union, P.O. Box 3098, East Orange, New Jersey 07019, in check form, together with a record of those for whom deductions could not be made for lack of sufficient earnings.

5. The Union agrees to indemnify the Board and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Board for the purpose of complying with any of the provisions of this Article.

ARTICLE III

Seniority

1. The seniority of the maintenance personnel and custodial workers covered by this Agreement shall be based on their original date of hiring.

2. Before any new employees are hired, employees on layoff shall, in accordance with seniority, be offered the available job to be filled, provided they are able to do and perform the work. If any such employee who was on layoff takes the available job opening, but the job pays less than the job from which the employee was laid off, then that said employee will retain a recall right to the job from which he was laid off. Any employee who refuses a recall right to the job from which he was laid off shall lose the recall right to that job and his seniority.

3. Any employee shall lose seniority and his employment shall automatically terminate for the following reasons:

(a) If the employee quits

(b) If the employee is discharged

(c) If the employee is absent for three working days without notifying his superior of the reason for such absence, unless such failure to do so notify the Board is for unusual or emergency reasons.

(d) If the employee fails to report for work within seven (7) days after being called back by the Board of Education, the Board shall be deemed to have given proper notice if sent or transmitted by United States Mail, telegram or telephone to the employee's last known address.

(e) If the employee exceeds a leave of absence beyond the time provided by the Board of Education and the employee has failed to give to the Board of Education a justifiable reason why the employee has failed to return from the leave of absence when due.

(f) If the employee gives a false reason for obtaining a leave of absence.

(g) If the employee engages in gainful employment during an authorized leave of absence without specific written consent of the Board of Education.

(h) Layoff exceeding a period of twelve (12) consecutive months for an employee who is employed by the Board of Education for a period of less than five (5) years; layoff exceeding a period of thirty-six (36) months for employees who have been employed five (5) years or more.

(i) If the Custodian does not receive a boiler license within one year of his or her appointment.

ARTICLE IV

Shop Steward

1. The Board agrees to recognize a shop steward for each of the following schools:

Maintenance Personnel and Custodians	No. of Stewards
High School.....	1
Soehl Middle School.....	1
McManus Middle School.....	1
Schools 1 through 4 Annex.....	1 to cover all schools
Schools 5 through 10.....	1 to cover all schools
Maintenance Department	1

2. The Department Steward shall have the right to assist in the adjustment of grievances as outlined in the Grievance Procedure within assigned groups on the premises and on the time of the Board, but only to the extent as it shall not unreasonably interfere with the performance of the duties assigned by the Board. If a Shop Steward wishes to leave his assigned work area on a grievance question, he shall apply to his immediate supervisor and the supervisor or person in charge of the area he wishes to enter for permission to do so, and the permission will not be unreasonably withheld. Upon returning to his work area, he will report to his immediate supervisor. If the Steward fails to effect a settlement at his appropriate Step in the Grievance Procedure, he may telephone the Business Agent and then resume work.

ARTICLE V

Grievance Procedure

A grievance within the meaning of the Grievance Procedure shall be defined as any difference between the Board and an employee covered by this Agreement or between the Board and the Union as to:

(a) Any matter relating to wages, hours, work or working conditions covered by this Agreement. The Board and the Union both agree to use the established Grievance Procedure as follows:

STEP 1: Any employee believing that he has suffered a grievance shall have it presented in writing by his representative to his immediate supervisor for adjustment within two (2) working days after the occurrence of the event giving rise to the grievance. The immediate supervisor or other Board designee shall reply within forty-eight (48) hours after submission of the grievance. In all cases in which the Board has a grievance or complaint against an employee which is to become part of the employee's record, his shop steward shall be notified and given an opportunity to be present when same is presented to the employee.

STEP 2: If the grievance shall not have been adjusted at Step 1, it may be referred in writing within three (3) working days from the date of the reply to the Department Head by the Business Representative of the Union. Said Department Head shall give his reply, in writing, within five (5) working days after referral of the grievance to him.

STEP 3: If the grievance shall not have been adjusted under Step 1 or 2, the grievance shall be submitted in writing within five (5) working days from the date of the Department Head's reply and considered, at a time to be mutually agreed upon, at a meeting of a Board designated representative and the Business Representative of the Union. Such meeting shall take place at least two (2) working days after receipt of the grievance, but not later than four (4) working days after such receipt and the Board designated representative shall give his reply in writing within five (5) working days from such meeting. The representatives of the Board and the Union shall reasonably be available to each other during office hours. At such meeting such grievance shall be considered as may have been submitted but not adjusted pursuant to the procedure set forth under Step 2 of this Article. Grievances concerning employees in more than one department and other grievances not appropriate for adjustment under Step 2, and Board grievances or general Union grievances may be presented in writing under Step 3 without proceeding through Steps 1 and 2.

(b) If, in any of the foregoing Steps, either party, fails to carry out the procedure involved in these Steps, the other party may take the dispute to arbitration. It is understood that this step must be taken by filing the request for arbitration within 15 days after the grievance is decided at the Board level.

(c) Arbitration. Either party, to preserve a grievance for arbitration, must request arbitration in writing. The written notice requesting arbitration must be mailed by certified mail, return receipt requested directed to the American Arbitration Association (AAA), located in Somerset, New Jersey, with a copy to be mailed the same day to the Board of Education, care of Superintendent of Schools, and a copy to be mailed to the Secretary of the Board of Education. The written notice requesting arbitration shall request that the AAA submit panels of arbitrators to each of the respective parties so that the said parties may choose, independently, their right of selection, of a single arbitrator, in accordance with selection procedures established by the AAA, which shall be filed directly with the AAA. The parties shall have the right to reject and/or fail to agree to three (3) separate panels of arbitrators and upon exhausting the three (3) panels they shall so notify the American Arbitration Association. Thereupon, the parties shall be permitted to make new selections from among the three (3) panels that were submitted. If this procedure still fails to select an arbitrator, then the AAA shall be permitted to select an arbitrator from a new panel not theretofore furnished to the parties.

(d) The fees and expenses of arbitration shall be borne equally by the Board of Education and Local 102.

(e) It is understood and agreed that neither party shall pay for the services of an attorney requested or utilized by the other party.

(f) Expenses of witnesses shall be borne by the parties producing such witnesses.

(g) The total costs of stenographers' records, which may be made and transcripts thereof shall be paid by the parties ordering the same.

(h) The arbitrator shall have the power and authority to construe the terms of the contract with respect to any dispute concerning the interpretation of the same, however, the arbitrator shall have no power or authorization to add to, subtract from or modify, in any way, the terms of the agreement between the parties.

(i) The arbitrator will be required to issue his decision within thirty (30) calendar days from the date of the closing of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE VI

Visitation Rights

A representative or representatives of the Union shall have access during working hours to all facilities, buildings, grounds and other places in which employees covered by this Agreement work, for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement. The rights granted herein shall not be used in such a manner as to interfere with the regular operation of the work being carried on and shall be continued upon the union representative registering at the office with the Board Officer or other person in charge, and advising of the purpose of his visitation and showing his credentials. Permission must be obtained from the principal or other person in charge for the Board. Such permission will not be unreasonably withheld.

ARTICLE VII

Hours of Work

1. A work day shall consist of eight (8) consecutive hours exclusive of one (1) hour unpaid lunch period. Lunch period shall be scheduled if at all possible, before the completion of five (5) consecutive work hours.

2. A work week shall consist of forty (40) hours.

3. The Board of Education reserves the right to change permanent working schedules of employees at any time. Any such changes that are brought about by emergency, such as, but not limited to, absenteeism of employees, power failure, Act of God or any other cause which is beyond the control of the Board of Education, shall require no notice of change. All other changes in schedule shall require one (1) week's notice from the Board of Education to any employee affected.

4. The present call-in practice for the Maintenance Department and other classifications shall remain as is at the present. Any change shall not be made unless mutually agreed to by the Union and the Board.

5. All custodial employees are to be on 24 hour call for snow removal when conditions warrant, and must call their immediate supervisor if they are not going to be available for such call and give a valid reason for not being available.

ARTICLE VIII

Leaves of Absence

1. Leave of absence, without pay, shall be granted for the following:
 - a. Election to Union office. This shall be without pay and without interruption in seniority. The leave of absence shall be granted if the election to Union office requires outside activity; the leave shall continue so long as the person holds office.
 - b. Attending the Union meeting or convention. This shall be without pay. If elected as a trustee or officer of a Local or as a delegate to attend a special meeting or a convention.
 - c. Military leave as granted provided by law.

Bereavement

1. Seven (7) consecutive days off without loss of pay for the death of an immediate family member which shall be defined as: mother, father, sister, brother, child, wife, husband, grandmother, grandfather and grandchild. In no event shall an employee receive more than seven (7) days pay for such absence.

2. Three (3) calendar days off without loss of pay for the death of: mother-in-law, father-in-law, one of these days shall include the day of the funeral. In no event shall an employee receive more than (3) days for such absence.

3. Two (2) calendar days off without loss of pay for the death of: aunt, uncle, niece, nephew, brother-in-law and sister-in-law. In no event shall an employee receive more than (2) days for such absence.

Jury Duty

1. An employee called for jury duty will be excused from work and will be paid the difference between the jury duty fees received and his regular daily earnings for such time spent in jury service.

2. An employee who is excused from jury duty on the previous day shall report to work on the following day.

Sick Days

1. Each permanent employee, after 1 year of service, shall be entitled to twelve (12) sick days and three (3) article days (total of fifteen) at the beginning of each school calendar year. Unused sick leave days shall be accumulative from year to year without limit. An employee on sick leave four (4) or more consecutive days shall submit acceptable medical evidence substantiating the illness. Employees requiring sick leave in excess of that provided for above will be considered for additional sick leave at the absolute discretion of the Board. Article days shall accumulate as sick days and not as article days.

2. Employees with less than one (1) year's service shall accumulate sick days as follows:

a. One (1) sick day per month of service.

b. One (1) article day per each four (4) months of service.

3. All employees covered by this contract, upon service retirement or disability retirement, in accordance with the Pension Fund, shall receive a lump sum payment equivalent to \$48.00 for each three (3) days of unused accumulative sick leave. (This rate applies to the first year of this contract, July 1, 1988 - June 30, 1989). The rate shall be \$50.00 for each three (3) days of unused accumulative sick leave during the second year of the contract, July 1, 1989 - June 30, 1990. The rate shall be \$52.00 for each three (3) days of unused accumulated sick leave during the third year of the contract, July 1, 1990 - June 30, 1991. Upon death of employee while in active employment within the district, said compensation shall be paid to the employee's estate.

ARTICLE IX

Bulletin Boards

The Board agrees to provide a suitable bulletin board for the exclusive use by the Union to post official notices relating to meetings and other Union affairs.

ARTICLE X

Non-Discrimination

Neither the Board nor the Union will discriminate against any employee or those seeking employment because of race, age, creed, color, sex or national origin, nor because of membership or non membership in any church, society or fraternity.

ARTICLE XI

Management Rights

1. Except as modified, altered or amended by the within Agreement, the Board of Education shall not be limited in the exercise of the statutory Board of Education management functions. The Board, on its own behalf and on behalf of the voters encompassing the area covered by the Linden School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the United States, including, but without limitation the following rights, privileges and functions:

- a. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees related to their employment.
- b. The right to hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees without constituting a violation of this Agreement.
- c. The right to assign duties and responsibilities to custodians and maintenance personnel; the right to hire students as part of a student work program which shall schedule students to do and perform custodial work on a scheduled basis without it constituting a violation of this Agreement.
- d. To reserve the right to deny any employee, covered by the terms of this Agreement, any or all salary increments or adjustments in rate range, if in the Board's sole determination any of the aforesaid Personnel do not merit the increment or adjustment in rate range.
- e. To place any new employee on an appropriate experience level to be determined by the Board dependent on the experience background and ability of said employee.

2. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specified and express terms hereof are in conformance with the laws of the State of New Jersey, the Constitution and laws of the United States.

3. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A of the Laws of the State of New Jersey or any other State laws or regulations as they pertain to education.

ARTICLE XII

Discharges and Discipline

1. a. All new employees shall be put on probation for a period of sixty (60) days from their date of hire, during which time they shall not receive any holiday, vacation, sick leave, leave of absence, bereavement time off, or welfare benefits provided for by the within Agreement. After successfully completing the sixty (60) days probationary period, all new employees shall be entitled to receive the aforesaid benefits retroactive to the date of hire, except, however, insurance benefits will go into effect as provided for by the customary practice that exists between the Board of Education and its insurance carriers.
 - b. An employee's employment rights shall be as determined by the Tenure Laws of the State of New Jersey in such case made and provided.
 - c. After an employee has received tenure, he shall not be discharged, disciplined or suspended without just cause.
2. If at all practical, before any employee is disciplined, suspended or discharged, there shall be a conference held between the Union and the Board of Education and/or its designees to review the matter.
3. All disciplinary actions must be reduced to writing and a copy of such letter or writing shall be given to the employee, a copy sent to the Union at its office, and a copy shall be given to the Shop Steward as soon as possible.

ARTICLE XIII

No Strikes or Lockouts

The Board of Education agrees that it will not lock out its employees and the Union agrees that it will not call, conduct or sanction a strike, slow down or work stoppage during the life of this Agreement.

ARTICLE XIV

Safety and Protective Clothing

1. The Board shall establish, promote and enforce a Safety Program to safeguard the health, life and limb of its employees and to properly maintain its equipment in such manner which will insure safe operation.
2. Employees will not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be cause for discipline.
3. The Board shall continue to supply the employees tools, uniforms, etc., and other protective clothing or equipment necessary in the performance of their duties.

a. Custodians shall be entitled to the following:

- 2 pants
- 2 long sleeve shirts
- 2 short sleeve shirts
- a payment of \$25.00 toward the purchase of work shoes.

b. Assistant Custodians-miscellaneous shall be entitled to the following:

- 3 uniforms

c. Maintenance workers shall entitled to the following:

- 2 pants
- 2 long sleeve shirts
- 2 short sleeve shirts
- 1 pair overalls
- 1 small first aid kit
- 1 pair galoshes
- a payment of \$25.00 toward purchase of work shoes.

- d. Uniforms will be provided during September of each year.
 - e. Custodians and Maintenance workers may substitute for uniform items listed above, a jacket of equivalent value to one uniform, provided they have sufficient uniform items to wear; and should the cost be more than the equivalent value, they will be permitted to pay the difference.
 - f. The Board will provide a payment of \$25.00 to all employees in this unit for the purchase of a heavy coat.
4. The Board shall make available clean and adequate wash and toilet facilities.

ARTICLE XV

Miscellaneous

1. An employee who is transferred for disciplinary reasons shall not be reduced in pay unless agreed to by mutual consent of the parties hereto. This shall not restrict the Board's right in discharging the employees.
2. If a person is temporarily transferred to a higher rated job, he shall receive the higher rate of pay. If a person is temporarily transferred to a lower rated job, his rate of pay shall not be reduced.
3. On New Jersey Education Association days when there is no school in session and there is no activity being performed in any particular school, the employees scheduled on the night shift in said school shall be brought in on the day shift.
4. The present pension plan shall continue with the exception that a maximum of four (4) year's service time (U.S. Armed Forces) will be recognized as time worked towards the 25 years' pension credits.
5. As long as overtime reports are submitted to the Board before the close of business on the 15th day of each month (or the last working day prior to the 15th day of each month as the case may be), overtime payments will be received by employees covered by this Agreement in their end of the month pay. As long as overtime reports are submitted to the Board before the close of business on the last working day in each month, the overtime payments will be received by said employees in their mid-month pay of the following month.

6. A first aid kit of suitable size will be placed in every boiler room of each school.

7. Assistant custodians who fail to evidence knowledge to run the boilers and know location of all shut-off valves, etc., shall be subject to dismissal for cause.

8. An assistant custodian must stay in a school 3 years before they can apply for transfer to another school. (The Board can transfer employees at anytime).

9. In the event the State of New Jersey mandates during the life of this contract that the Board of Education provide disability insurance coverage for teachers or the district, in that event, the union shall retain the right to reopen the contract for the sole purpose of negotiating such disability plan.

ARTICLE XVI

Job Posting and Bidding

1. When a new classification or a job in a category is established on a permanent basis by retirement, resignation, discharge for cause or an increase in the work force, the Board agrees to post a notice of same on the bulletin boards for a 72-hour period. Employees may then bid within that 72-hour period, in writing, for such vacancy. The Board agrees to give such bids careful consideration and to fill such vacancies on the basis of seniority, physical fitness and ability. If no employees bid or if in the determination of the Board none are sufficiently qualified, then the Board may hire other than present employees. It is expressly understood that no custodial employee may bid for a "head" position until he has at least three years experience as an assistant custodian. The Board, with discretion, may waive this limitation for an employee fully qualified and approved by it.

2. The Board agrees to post the name of the successful bidder within two weeks after removal of the notice from the bulletin board. An unsuccessful bidder will have the right to submit his grievance within a 48-hour period after posting of the name of the successful bidder and not thereafter. An employee whose application for a posted job is accepted, shall hold that job for a period of 60 days on a trial basis in order to determine his ability to perform the work in a satisfactory manner as determined by the Board in its absolute discretion. Any new employee shall hold their job for a period of 60 days on a trial basis, the same as an employee whose application is accepted.

3. A seniority list will be posted on the bulletin board in the field house.

ARTICLE XVII

Maintenance of Standards

1. The Board agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, so long as the same shall not be inconsistent with anything specifically covered by this Agreement, shall be maintained as they are presently in effect in the Linden School System at the time of the signing of this Agreement.

2. It is further agreed that the provisions of this section shall not apply to inadvertent or bona fide errors by the Board or the Union in applying such terms and conditions, if such error is corrected within 90 days from the date of its discovery.

ARTICLE XVIII

Welfare

1. The Board shall provide each permanent employee that qualified therefor with the same health care insurance as is presently in effect for said employee in the Linden School System. No employee who works less than twenty (20) hours each week on a full time basis will be afforded such coverage. It is agreed by and between the parties hereto that if two (2) or more members of the same family are employed by the Board of Education one of said members will agree to be deleted from hospitalization and health care insurance.

2. The Board shall provide, at its expense a Family Dental Plan for all employees and where appropriate, their dependents.

3. All employees covered by this contract, upon service retirement or disability retirement, in accordance with the Pension Fund, shall receive a lump sum payment equivalent to \$43.00 for each three (3) days of unused accumulative sick leave. (This rate applies to the first year of this contract, July 1, 1986 - June 30, 1987). The rate shall be \$46.00 for each three (3) days of unused accumulative sick leave during the second year of the contract, July 1, 1987 - June 30, 1988. Upon death of employee while in active employment within the district, said compensation shall be paid to the employee's estate.

ARTICLE XIX

Holidays

- a. New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
The Friday After Thanksgiving
Christmas Day
Martin Luther King's Birthday
Day of the N.J.E.A. Convention (to be
scheduled by the Supervisor)

- b. In addition, when Veteran's Day, Rosh Hashana and/
or Yom Kippur fall on a school day and are celebrated
as holidays, they are holidays. If they do not so fall,
or are not scheduled as holidays, they are not holidays.
Should these holidays fall on a school day and school
is in session due to calendar, then the employees shall
work but receive a compensatory day off as requested
of and approved by the superintendent of schools during
that school year. If Veteran's Day falls on a Saturday
or Sunday, or during the NJEA Convention, each employee
will receive a compensatory day off during the school
year as requested of and approved by the superintendent
of schools at his sole discretion.

ARTICLE XX
1988-1989 WAGE GUIDE

Steps	Head Custodian H.S.	Head Custodian M.S.-VOC.-AAF	Head Custodian ELEMENTARY	Asst. Custodian H.S. - M.S. & Vocational	Asst. Custodian ELEM. - AAF	Asst. Custodian MISC.-H.S.-M.S.	Asst. Custodian MISC. - ELEM.
0	20,667.	20,567.	20,267.	20,187.	20,067.	17,435.	17,435.
1	21,042.	20,942.	20,642.	20,562.	20,442.	17,810.	17,810.
2	21,417.	21,317.	21,017.	20,937.	20,817.	18,185.	18,185.
3	21,792.	21,692.	21,392.	21,312.	21,192.	18,560.	18,560.
4	22,167.	22,067.	21,767.	21,687.	21,567.	18,935.	18,935.
5	22,542.	22,442.	22,142.	22,062.	21,942.	19,310.	19,310.
6	22,917.	22,817.	22,517.	22,437.	22,317.	19,685.	19,685.
7	27,520.	26,440.	25,546.	25,421.	25,064.	21,889.	21,697.

MAINTENANCE

STEPS	CLASS A	CLASS B	CLASS C
0	\$21,667.	\$21,567.	\$20,067.
1	22,042.	21,942.	20,442.
2	22,417.	22,317.	20,817.
3	22,792.	22,692.	21,192.
4	23,167.	23,067.	21,567.
5	23,542.	23,442.	21,942.
6	23,917.	23,817.	22,317.
7	28,540.	27,440.	25,064.

*NOTE: Each employee shall be paid on the basis of a two (2) week pay period.

ARTICLE XX
1989-1990 WAGE GUIDE

Steps	Head Custodian H.S.	Head Custodian M.S.-VOC.-AAF	Head Custodian ELEMENTARY	Asst. Custodian H.S. - M.S. & Vocational	Asst. Custodian ELEM. - AAF	Asst. Custodian MISC.-H.S.-M.S.	Asst. Custodian MISC. - ELEM.
0	22,386.	22,286.	21,986.	21,906.	21,786.	19,154.	19,154.
1	22,761.	22,661.	22,361.	22,281.	22,161.	19,529.	19,529.
2	23,136.	23,036.	22,736.	22,656.	22,536.	19,904.	19,904.
3	23,511.	23,411.	23,111.	23,031.	22,911.	20,279.	20,279.
4	23,886.	23,786.	23,486.	23,406.	23,286.	20,654.	20,654.
5	24,261.	24,161.	23,861.	23,781.	23,661.	21,029.	21,029.
6	24,636.	24,536.	24,236.	24,156.	24,036.	21,404.	21,404.
7	29,259.	28,159.	27,265.	27,140.	26,783.	23,608.	23,416.

STEPS	CLASS A	MAINTENANCE CLASS B	CLASS C
0	\$23,386.	\$23,286.	\$21,786.
1	23,761.	23,661.	22,161.
2	24,136.	24,036.	22,536.
3	24,511.	24,411.	22,911.
4	24,886.	24,786.	23,286.
5	25,261.	25,161.	23,661.
6	25,636.	25,536.	24,036.
7	30,259.	29,159.	26,783.

*NOTE: Each employee shall be paid on the basis of a two (2) week pay period.

ARTICLE XX
1990-1991 WAGE GUIDE

Steps	Head Custodian H.S.	Head Custodian M.S.-VOC.-AAF	Head Custodian ELEMENTARY	Asst. Custodian H.S. - M.S. & Vocational	Asst. Custodian ELEM. - AAF
-------	------------------------	---------------------------------	------------------------------	--	--------------------------------

0	24,276.	24,176.	23,876.	23,796.	23,676.
1	24,651.	24,551.	24,251.	24,171.	24,051.
2	25,026.	24,926.	24,626.	24,546.	24,426.
3	25,401.	25,301.	25,001.	24,921.	24,801.
4	25,776.	25,676.	25,376.	25,296.	25,176.
5	26,151.	26,051.	25,751.	25,671.	25,551.
6	26,526.	26,426.	26,126.	26,046.	25,926.
7	31,129.	30,049.	29,155.	29,030.	28,673.

MAINTENANCE	
STEPS	CLASS C
0	\$25,276.
1	25,651.
2	26,026.
3	26,401.
4	26,776.
5	27,151.
6	27,526.
7	32,149.

*NOTE: Each employee shall be paid on the basis of a two (2) week pay period.

Maintenance Men Overtime Pay..Time and a half the employees' regular rate of pay will be paid after forty (40) hours. Call-in time for maintenance men shall be for a minimum of three hours and one half hours. Overtime shall be reported and computed to the nearest 15 minutes.

Custodians Overtime Pay..Time and a half the employees' regular rate of pay will be paid after forty (40) hours. Call-in time for the purpose of tending fires Sundays and holidays shall be for a minimum of two hours; call-in time for other purposes shall be for a minimum of three and one half hours. Overtime shall be reported and computed to the nearest 15 minutes. Double the employee's regular rate of pay will be paid employees working on Sundays at functions of organizations not affiliated with the school system and where the school system charges full rental.

Assistant Custodians Acting for Head Custodians..\$4.00 per day in addition to his regular salary beginning with the first day in which he replaces the Head Custodian.

Vacation

Zero months to 1 year.....	1 day per	Two months
1 year to 5 years.....		10 days
6 years to 12 years.....		15 days
13 plus years.....		20 days

(Time is based only on employment in this bargaining unit)

All vacations shall be taken during the summer months when school is not in session, except for those employees who have 20 days vacation entitlement.

They will take 15 days during the summer vacation and may take days at other times of the year, subject to the approval of the superintendent, but in no event during the spring recess or winter recess.

Upon the death of an employee who is in active employment with the district, all unused accumulated vacation time will be paid for to the employee's estate by a lump sum payment equal to the then current substitute rate for each three (3) days of unused accumulated vacation time.

The maintenance employees' vacation schedule shall be flexible with the approval of the Superintendent.

Longevity: Any employee upon reaching his 25th anniversary of employment will receive a \$300.00 payment for longevity.

The Board agrees to reimburse maintenance personnel the sum of \$25.00 when requested to pick up government surplus foods out of the City of Linden, except, however, the total reimbursement shall in no event exceed \$5.00 per month.

The Board agrees to reimburse Custodians a sum not to exceed \$10.00 for boiler licenses which are paid for by Custodians, provided, however, that the licenses issued have a period of three years. The Board agrees to pay the cost for schooling to obtain black seal license on a one time basis.

ARTICLE XXI

Maintenance Department

The Maintenance Department will consist of three (3) categories referred to as Category A, Category B and Category C. The standard category of maintenance workers will be Category B. Category C will consist of unskilled general workers. Category A will consist of journeymen, including holders of union cards showing journeymen classification who may be given the status of Category A at the discretion of management, as well as other employees if they show the appropriate experience, skills and craft for management to so determine them as equivalent to journeymen and they may be granted Category A status. All maintenance employees who are members of the Unit as of July 1, 1980 shall be placed in a category no lower than Category B, even should they not be qualified for said category as defined herein. Payment shall be made in accordance with category and as set forth in the Salary Guide, which is part of this contract.

ARTICLE XXII

Representation Fee

A. Representation Fee

If an employee does not become a member of the Union during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. This fee shall be the maximum allowed by law.

B. Procedure

1. Notification

Prior to November 1 of each year, the Union will submit to the Board a list of those employees who have neither become members of the Union for the then current membership year nor paid directly to the Union the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll and Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board;
- or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position

3. Termination

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. Changes

The Union will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board receives said notice.

ARTICLE XXIII

Terms of Agreement

This Agreement shall be effective July 1, 1988 to June 30, 1991 inclusive. The parties hereto agree that they will meet in January 1991 to discuss the entering of a New Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement in Linden, New Jersey, on November , 1988.

THE BOARD OF EDUCATION OF THE CITY OF LINDEN, IN THE COUNTY OF UNION

BY: 
ROBERT SCHMIDT President

DATE:

ATTEST:


ANTHONY DEL SORDI Secretary

DATE:

TEAMSTERS UNION LOCAL 102
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America

BEN MERKER, Secy.-Treas.

BY: 
ARTHUR SPINELLO Business Agent

DATE: Nov 21, 1988