

A G R E E M E N T

B E T W E E N

T H E

MIDDLETOWN TOWNSHIP BOARD OF EDUCATION

A N D

IUE LOCAL NO. 11
(Custodians, Bus Drivers, Maintenance)
affiliated with the Personnel

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

1986-1989

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 31 1989

RUTGERS UNIVERSITY

x July 1 1988 - June 30 1989

TABLE OF CONTENTS

	<u>Page</u>
I. RECOGNITION	1
II. EMPLOYER RIGHTS.	2
III. CHECK OFF/REPRESENTATION FEE.	3
IV. HOURS AND OVERTIME	7
V. SENIORITY	9
VI. FORCE REDUCTION	10
VII. PROMOTIONS AND VACANCIES	12
VIII. NON-DISCRIMINATION	14
IX. HOLIDAYS.	15
X. VACATIONS.	16
XI. GENERAL REGULATIONS CONCERNING LEAVES OF ABSENCE.	18
XII. SICK LEAVE	19
XIII. ABSENCE FOR PERSONAL REASONS	22
XIV. ABSENCE FOR COURT APPEARANCE OR JURY DUTY.	24
XV. RIGHTS AND PRIVILEGES OF THE UNION	25
XVI. VETERANS' RIGHTS AND BENEFITS.	26
XVII. DISCHARGE	27
XVIII. GRIEVANCE PROCEDURE AND ARBITRATION	28
XIX. MISCELLANEOUS PROVISIONS.	32
XX. INSURANCE.	33
XXI. STRIKES AND LOCKOUTS	35
XXII. SALARIES	36
XXIII. SAVINGS CLAUSE	37
XXIV. DURATION OF AGREEMENT	38

ATTACHMENTS - SCHEDULES A, B, C

THIS AGREEMENT made between MIDDLETOWN TOWNSHIP BOARD OF EDUCATION, with its facilities in Middletown, New Jersey, party of the first part, hereafter referred to as the "EMPLOYER" and LOCAL UNION NO. 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, with its principal place of business at 6-7 Village Square East, Clifton, New Jersey, party of the second part, hereafter referred to as the "UNION" for and on behalf of those designated employees named in Article I Recognition.

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all Custodians, Bus Drivers, Groundsmen, Stock Clerks, Maintenance Helpers and Mechanics employed by the Board of Education, but excluding all clerical employees, professional employees, administrative employees, including Supervisors and Foremen as defined in Chapter 123, Public Laws of 1974 known as "New Jersey Employer-Employee Relations Act".

ARTICLE II - EMPLOYER RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Employer agrees that every employee shall have the right to freely join, organize and support the Union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising Governmental power under the laws of the State of New Jersey, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 known as "New Jersey Employer-Employee Relations Act" or other laws of New Jersey and the United States.

ARTICLE III - CHECK OFF/REPRESENTATION FEE

Section 1. The Employer, after receipt of written authorization from an employee, shall deduct the dues from such employee's paycheck due to him on the first payday of each month and shall transmit said monies to the Secretary-Treasurer of the Union. Any such employee who does not receive a paycheck on the first payday of the month shall have his dues deducted from the first paycheck he receives in the month. Dues not deducted for the current month shall be deducted from the last paycheck of such employee when he leaves the employ of the Employer or upon his discharge. If no dues are deducted for the current month, a double deduction shall be made the following month in order to bring such employee up-to-date. The Employer agrees to forward the full name and address (or application obtained from the Shop Steward) for all new employees who become union members and for whom an initiation fee is deducted. The Employer further agrees to notify the union when any employee is discharged, granted leave of absence, leaves the employ of the Employer for any reason whatsoever or is absent due to illness or injury for a period exceeding thirty (30) days. Members who do not receive any paycheck in a month shall have the dues deducted for the months when dues were not deducted from their first paycheck upon their return to work, unless the member has taken out a withdrawal card from the union.

Section 2. In making the deductions and transmittals as specified above, the Employer shall rely upon the most recent communication from the union as to the rate of monthly dues, the proper amount of initiation fee and any back dues owed by the member.

Section 3. The total amount deducted shall be paid to the Local Union within five (5) working days after such deduction is made.

Section 4 - Representation Fee

A. If an employee does not become a member of the Union during any membership year (from July 1 to the following June 30) which is covered in whole or in part by the agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. (1). Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

(2). In order to adequately offset the per capita cost of services rendered by the Union as a majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law.

C. (1) Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer 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). The Employer 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 Employer; or

(b). 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

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

(4). 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). The Union will notify the Employer 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 Employer received said notice.

(6). On or about the last day of each month, beginning with the month this agreement becomes effective, the Employer will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

(7). Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N. J. S. A. 34:12A-5.5(c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 1. The scheduled work week shall consist of five (5) consecutive eight (8) hour days between Monday and Friday and/or Tuesday and Saturday.

Section 2. Any work performed beyond eight (8) hours in any work day shall be considered overtime and be compensated for at one and one-half (1½) times the regular hourly rate of pay.

Section 3. Any work performed on the day following the five (5) consecutive work days will be compensated at one and one-half (1½) times the regular hourly rate of pay, except for any work performed on Sunday which will be compensated at two (2) times the regular hourly rate.

Section 4. Employees called to work prior to the start of their normally assigned shift, shall be paid overtime at one and one-half (1½) times their regular rate for such time worked beyond eight (8) hours.

Section 5. In the event an employee reports for regularly scheduled work without having been previously notified that there is no work, the employee shall be guaranteed four (4) hours pay at his regular rate of pay.

Section 6. Overtime shall be distributed as equally as practical among the employees qualified and capable of performing the work available, except when the overtime shall be an extension of a shift, the senior man on that shift shall be entitled to the overtime.

Overtime for maintenance personnel shall be distributed on a seniority basis for employees qualified and capable of performing the work. Such determination of qualifications and capabilities shall be made by the Board of Education or its designee.

Section 7. In the event an employee is called back to work after leaving at the conclusion of his normal work shift, the employee will be entitled to a minimum of two (2) hours pay at the overtime rate that is applicable, said overtime to begin upon arrival at the work area. Schedule A shall apply to Bus Drivers for Extracurricular Athletic Hours.

Section 8. Overtime work offered but refused by any employees shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

Section 9. Overtime work, if available shall be offered to regular employees before substitutes are called in.

Section 10. Employees who work more than one-half of their shift after 2:30 P.M. shall receive a shift premium of \$250.00 (night differential).

Section 11. Premium shift payments shall only be paid to those employees assigned by the employer to a shift which requires premium payments.

Section 12. Maintenance Employees overtime shall be restricted to ability to perform (qualifications) classification i.e.; carpenter, plumber, electrician, etc., as related to the work assignment. General work such as snow clearing, emergency clean up, etc. will be assigned on a rotation basis subject to ability to perform.

Section 13. Maintenance employees will not be used as substitute custodians except in emergency situations.

ARTICLE V - SENIORITY

Section 1. The Employer shall establish and publish on September 1st each year, a seniority list of employees' names and dates of employment from the last hire on a system-wide basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The names of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list

Section 2. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

ARTICLE VI - FORCE REDUCTION (LAYOFFS)

Section 1. The Employer agrees that it will not engage any new employees in any given category unless all of the employees presently employed in that category are working the scheduled hours noted in this agreement.

Section 2. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer within the job occupation involved. The employee with the least seniority shall be laid off first and, in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.

In the event an employee obtains a position in a higher classification, he shall maintain seniority rights in his prior classification in the event of force reduction.

Section 3. The Shop Steward and the employees involved in any such lay-offs shall receive seventy-two (72) hours notice prior to any layoff.

Section 4. Seniority shall cease under the following conditions:

- (a). Resignation or termination for cause.
- (b). Failure to report for work or recall after lay-off. Recall shall be made by registered mail to the last known address in the files of the Middletown Township Board of Education. Failure to respond within (8) days shall be deemed to be a resignation.
- (c). Lay-Off for a period of one (1) year.

Section 5. Nothing in this Article relating to tenure of office shall be held to limit the right of the Employer to reduce the number of employees employed in the district whenever in the judgement of the Employer it is advisable to abolish any such

positions for reason of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause upon compliance with the provisions of this Article.

Section 6. Shop Stewards shall have top seniority while serving in that capacity during the period covered by this agreement.

ARTICLE VII

JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

Section 1. If new jobs are created, if vacancies occur in a higher/rated position, or promotions are to be made and if two or more equally qualified employees apply for such position or promotion, seniority shall be a factor to be considered in the selections of employees to fill such positions before any new employees are hired.

Section 2. The Employer agrees to post a notice of such new job, vacancy or promotion on the Bulletin Board for a period of three (3) working days. Such notice shall contain a description of the job, the rate and when the job will be available. Anyone interested, in order to be eligible, must sign the notice.

Section 3. The successful bidder and the Union shall be notified in writing of the employee's acceptance by the Employer within three (3) days of such acceptance. If there are no successful bids, the Employer may appoint or hire to fill such jobs.

Section 4. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. An extended 60 day trial period will be granted providing the Board gives reason in writing for the extension to the employee and the Union within the initial 60 day trial period. A joint conference to discuss the reason may be requested by the employee, employer, or union.

If it shall be determined by the Employer during the said trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto. During the trial period, the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has experience, and had previously performed a higher rated position, such employee shall receive the higher rate immediately.

Section 5. Alleged violations of this Article shall not be subject to the provisions of Article XVIII; c; Step 3.

Section 6. The bidding procedure will apply only to the original vacancy. Lateral bidding or down bidding will not be permitted.

ARTICLE VIII - NON-DISCRIMINATION

It is agreed that the parties hereto will continue their present practice of non-discrimination against any employee because of race, color, creed, religion, nationality, or sex. Pursuant to Chapter 123, Public Laws of 1974, the Employer agrees that every employee shall have the right freely to join, organize and support the union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 and that it shall not discriminate against any employee by reason of his membership in the union and its affiliates.

It is also mutually agreed that the Union will not deprive or coerce any employee, directly or indirectly, from enjoyment of any rights conferred by this agreement and/or Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974.

ARTICLE IX - HOLIDAYS

Section 1. Employees on a twelve months basis shall observe the working calendar as prepared by the Central Office Administrator and approved by the Board. The present policy of 14 paid holidays shall continue in effect. The Board's calendar of holidays will be prepared following consultation with the Union. (See Schedule "D").

Section 2. An employee who works on any of the above holidays shall be paid for such work at two (2) times the employee's regular rate in addition to the holiday pay provided above.

Section 3. If a holiday falls on a Saturday or Sunday, the employee will be given a compensation day or will be paid for the holiday at the discretion of the employer. Should the employer elect to give a compensation day, same will be given within two weeks from the date of the holiday in question or else the Board waives its right to give a compensation day and must pay the employee for the holiday worked.

Section 4. If a holiday falls within the vacation period the employee shall receive pay for same or an additional day of vacation.

ARTICLE X - VACATIONS

Section 1. The Employer agrees to grant to all twelve (12) month employees in the bargaining unit paid vacations in accordance with the following schedule:

(a). If employed on or after May 1, no vacation can be earned through the end of the school year. If employed before May 1, one vacation day will be granted for each 10 weeks of service during the school year. The portion of the initial year of hire (prior to July 1 of the next work year) shall be counted as year (1) ONLY for the purpose of vacation calculation.

(b). From the end of year 2 to the end of year 5 - ten (10) days vacation.

(c). From the end of year 5 to the end of year 10 - fifteen (15) days vacation.

(d). From the end of year 10 to the end of year 20 - twenty (20) days vacation.

(e). Above twenty years - twenty-five (25) days vacation.

Section 2. Employees must take vacation to which they are entitled within the year following the year in which it was earned.

Section 3. Vacations for Custodians and Bus Drivers shall be taken during the regular vacation period between July 1st and August 30th. Maintenance personnel shall take their vacations during the other ten (10) months of the year. Employees may request in writing, at least two weeks in advance, that their vacation be taken at a period other than the time set forth herein and the Board or its designee will give fair consideration to such request.

Section 4. The Employer agrees that in the event an employee voluntarily leaves the employment of the Employer before vacation period, if two weeks notice of termination is given, the employee shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule.

Section 5. In the event of conflict in the selection of vacation time, the employer shall have the right to grant vacation on a seniority basis.

Section 6. The employee may offer to sell back vacation time with the right to purchase remaining at the discretion of the Board.

Section 7. Any ten (10) month employee who transfers to a twelve (12) month position shall have that employee's total work time in the district converted to a twelve (12) month per year basis and be placed on the appropriate year of the vacation schedule for twelve (12) month employees.

ARTICLE XI - GENERAL REGULATIONS
CONEERNING LEAVES OF ABSENCE

Section 1. An employee who expects to be absent on a given day must notify the proper person as designated by the Assistant Superintendent for Business, as soon as possible, but not later than twenty-four (24) hours prior to the day the employee is to be absent. Whenever possible, the proper person should be notified forty-eight (48) hours in advance of the day the employee intends to be absent.

Section 2. Should leave of absence for a full school year be granted an employee, it shall be necessary for such employee to notify the Assistant Superintendent for Business on or before April 1st prior to the expiration of such leave whether said employee intends to return to his former position. In all other instances involving leave of absence it shall be necessary for the employee on leave to notify the Assistant Superintendent for Business no later than one (1) month prior to the expiration of such leave whether said employee intends to return to his former position. In the event the Assistant Superintendent for Business is not so notified, the employer shall have no obligation to return said employee to his employment.

Section 3. Employees, with tenure only, may be granted special leave for reasons approved by the Employer. Such leave will be without pay. However, such leave may not exceed one school year and the employer reserves the right to determine the number of employees who may be granted such leave in any one year. Such leave can only be obtained once every ten (10) years. Requests for such leave must be received by the employer no later than May 1st of the year preceding the year for which the leave is to be granted.

ARTICLE XII - SICK LEAVE

Section 1. Full time employees of the Middletown Township Board of Education shall be allowed, without deduction from salary, twelve (12) working days sick leave per year for personal illness or injury. Ten Month employees shall be allowed, without deduction from salary, ten (10) working days sick leave per year for personal illness or injury.

Section 2. An employee may be allowed leave not to exceed a maximum of five (5) working days in any one year with full pay for illness within the immediate family when the member of the immediate family lives in the same household. Any leave taken under this provision shall be subtracted from the employee's personal sick leave time.

Section 3. Cumulative Leave

(a). The total number of days of sick leave that may be used by an employee in any one school year shall be the current annual sick leave allowance of twelve (12) days plus the accumulated reserve for full time employees and ten (10) days plus the accumulated reserve for 10 month employees.

(b). Any employee who is appointed after the opening of school shall be credited with sick leave in accordance with the law for that school year.

(c). Absences on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated reserve.

Section 4. (a). When an employee's allowable sick leave has been exhausted for the current year, due to serious illness,

additional sick leave may be granted by special action of the Board. Such cases may also be considered for establishing allowable sick leave to be deducted from the number of sick leave days which would ordinarily accumulate during the following year, but in no event shall said sick leave days exceed in number the sick leave days said employee would ordinarily accumulate during the following year.

(b). Annually, during the month of July, employees may voluntarily contribute up to two sick days to a "sick leave bank". Said contribution will be non-refundable and will be designated for use by an employee who has exhausted all accumulated sick leave and qualifies in accordance with the following:

- (1). Must be a tenured employee.
- (2). Must have contributed voluntarily to the bank for at least three years prior to the need for extra sick leave.
- (3). Must prove need based on past record and current situation.
- (4). Must formally request use of the sick leave bank.

Method/approval of application:

- (1). Written request.
- (2). Review by Administration/Union Representatives
- (3). Approval/~~disapproval~~.

Section 5. In case of sick leave claimed, the Employer may require a physician's certificate to be filed with the Assistant Superintendent for Business in order to obtain sick leave.

Section 6. No employee shall lose an accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during leave of absence.

Section 7. Should an employee avail himself of the leave benefits in this Article without just cause, such action shall be grounds for dismissal.

Section 8. Should an employee be quarantined, not because of personal illness, but as a result of illness within the employee's immediate household, the employee shall be allowed full pay, providing a certificate from the health officer of the community or from the school physician is presented and filed with the Assistant Superintendent for Business. When the quarantine is because of personal illness, the employee shall be charged with sick leave time.

Section 9. Sick leave shall be defined as any absence due to illness or injury including visits to doctors, dentists and other medical practitioners for the purpose of examinations and/or treatment.

Section 10: Teamsters Local No. 11 members who retire under the provisions of the P.E.R.S. after completing a minimum of fifteen (15) years in Middletown Township shall receive reimbursement for unused sick leave based on the following schedule.

Effective July 1, 1986
\$10.00 per day to a maximum of \$1500

Effective July 1, 1987
\$12.50 per day to a maximum of \$1500

Effective July 1, 1988
\$15.00 per day to a maximum of \$1650

ARTICLE XIII - ABSENCE FOR
PERSONAL REASONS

Section 1. Three (3) days of absence for urgent personal need or business shall be allowed, with full pay, each year. Except in cases of emergency, application to the Custodian Foreman or Immediate Supervisor shall be made at least one day (24 hours) before such leaves. The applicant shall not be required to state the reason for requesting such leave for two days. It is understood that rejection by the employer shall be subject to Article XVIII, Grievance Procedure.

Section 2. Absence of five (5) days for tenured employees may be allowed for marriage by permission of the Assistant Superintendent for Business.

Section 3. Absence for religious holidays other than specified by law or as set forth in Section 1 above may be allowable by the permission of the Assistant Superintendent for Business. If such absence is allowed, it shall be without pay. Personal days may be used for this purpose.

Section 4. Absence due to death in the employee's immediate family shall be allowed with pay for a period not to exceed (5) five work days in each such case. Immediate family is defined as mother, father, grandparents, mother-in-law, father-in-law, son, daughter, grandchildren, sister, brother, husband or wife. Additionally, immediate family will also include any member of the family living in the same household. An employee, after obtaining permission of the Assistant Superintendent, shall be permitted time off, with pay, to attend the funeral of a non-immediate member of the family.

Section 5. If in the event of an emergency, such as flooding, severe weather conditions or some other act of God, an employee is prevented from arriving at his/her assigned school, as soon as

possible he/she shall follow the prescribed procedure for reporting an absence. The employee shall then report to the school located nearest his/her residence for duty. The absence resulting from such an emergency shall not be charged to the employee as a personal day of absence.

Section 6. Unused personal days shall be added to the employee's accumulated sick leave at the end of each year.

ARTICLE XIV - ABSENCE FOR COURT
APPEARANCE OR JURY DUTY

Section 1. Absences from work by reason of a subpoena or summons issued by any Court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Assistant Superintendent for Personnel and the Court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of his personal Workmen's Compensation claim. Such absences shall be without pay.

Section 2. Should an employee be a party to a suit, absence from school in that connection shall be without pay.

Section 3. Should an employee be required to serve on jury duty, the Assistant Superintendent for Personnel shall be notified and said employee shall suffer no loss of pay or time while so serving.

ARTICLE XV - RIGHTS AND PRIVILEGES OF UNION

Section 1. The employer agrees to furnish to the Union or its representative in response to reasonable requests from time to time, available public information.

Section 2. Whenever any representative of the Union or any Custodian, Bus Driver or Maintenance employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, with the approval of the Assistant Superintendent for Business, he shall suffer no loss in pay. In case of emergency, oral approval shall be sufficient, providing that written confirmation follows within three (3) days.

Section 3. The Union and its representative shall be granted use of school buildings at reasonable hours for meetings, providing prior written approval is obtained from the Assistant Superintendent for Business or his designee.

Section 4. The Union shall have the right to use the school mail facilities providing it obtains authorization from the Assistant Superintendent for Business and such use does not conflict with the normal school mail operations. A copy of any such mail shall be filed with the Assistant Superintendent for Business prior to being placed in the school mail facilities.

Section 5. The officials or any authorized representative of the officials of the Union shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this agreement is being observed by the parties hereto, or for assisting in the adjustment of grievances. The officials or representatives of the Union shall notify the Employer upon their arrival in such cases.

ARTICLE XVI - VETERANS' RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status, at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefor made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. Whenever employees are called to active military duty for brief periods of time, they shall be paid the difference between their military pay and their regular rate of pay only for the first ten (10) working days of said active service.

Section 4. The Employer agrees to allow the necessary time for any employee in the Reserves to perform his duties when called without impairment of his seniority rights.

Section 5. The Board agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military service.

ARTICLE XVII - DISCHARGE

There shall be no discharge of a tenure employee except for just and sufficient cause. The Union shall be notified as to reason of the discharge of any employee at the time of such discharge.

"Just and Sufficient Cause" shall mean documented facts setting forth the deficiencies or improper actions of the employee, including statements by fellow employees, supervisors, and other interested parties.

ARTICLE XVIII
GRIEVANCE PROCEDURE AND ARBITRATION

The purpose of this Article is to provide opportunity for the discussion of grievances and to establish procedures for the processing and settlement thereof.

A. Definitions

Grievance - A grievance shall mean a complaint based upon a wrong believed by an employee, in the negotiating unit, to have been suffered by the employee as a result of a violation, misinterpretation or inequitable application of any provision of this Agreement. Further, a grievance shall mean a wrong believed by an employee to have been suffered by the employee as a result of the implementation of a practice or administrative regulation or ruling governing or affecting employees except that the term of grievance shall not apply to any matter which according to the law is exclusively within the discretion of the Board.

Nothing in the above definition of the word grievance shall preclude more than one employee from joining with other employees in the presentation of a single grievance, provided the alleged grievance arises out of facts similar in substance and circumstances and each employee joining in the presentation of a single grievance is similarly affected.

Grievant - Grievant shall mean an employee believing to have or to be grieved, or the Union in those instances provided for in B6 of this article. Should the Union grieve on behalf of an individual grievant, the latter must comply with the provisions of B6 of this article.

Employee - An employee shall mean a Custodial or Maintenance employee within the negotiating unit.

Immediate Superior - Immediate Superior in a school building shall mean the Head Custodian, Principal, Custodial Foreman or Supervisor of Buildings and Grounds, as applicable.

Custodial Foreman - The District employee duly appointed by the Board of Education to train, supervise, and generally oversee the custodial functions of the school district.

Supervisor of Buildings and Grounds - The District employee hired by the Board of Education to supervise the maintenance operations and grounds maintenance of the school district.

B. Principals

- (1) A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than ten (10) calendar days following its occurrence. The number of days allotted at each step of the grievance is to be considered as a maximum time limit. Every attempt should be made to resolve the grievance as quickly as possible.

- (2) A grievant may present and process the grievance personally or through an appropriate representative. Should a grievant want to process the grievance personally or through an appropriate representative of the employee's own choosing, the employee may do so, however, the majority unit shall be so notified and shall have the right to have its own representative present.
- (3) No reprisals shall be taken by the Board or Administration against any employee because they utilize the grievance procedure.
- (4) Should a grievance result from actions other than those of the Immediate Superior, (i.e.: the Assistant Superintendent for Business, the Superintendent and/or the Board.) a grievant may present his grievance initially at the second step of the grievance procedure.
- (5) Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.
- (6) If the alleged violation of the Agreement is attributable to concerned action of the administrators in the district, or attributable to an administrator not limited to functioning in one building, or, to the Office of the Superintendent, or to the Board directly, then the Union shall have the right to grieve under this Article and any and all of its provisions to seek relief from the alleged violations.
- (7) The Union's right to grieve provides for the enforcement and administration of its Agreement with the Board and does not intend violation of its individual's rights under law.

C. Procedures

Step 1

- (1) A grievant may initially discuss the matter, identified as a grievance, with his immediate Superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B., Sub-Section (1).
- (2) A grievant may file a grievance in writing by presenting the written grievance to his immediate superior and forwarding copies to the Director of Labor Relations.
- (3) The grievant and the immediate superior shall meet in an attempt to resolve the grievance not later than three (3) work days following the date on which it was filed.
- (4) The Immediate Superior shall communicate the decision in writing to the grievant not later than two (2) work days following their meeting. A copy of the decision shall also be forwarded at the same time to the Director of Labor Relations.

Step 2

- (1) If the grievance has not been resolved at step one (1) of the procedure, the grievant may request a meeting with the Board. If the grievant requests a meeting with the Board, the request shall be made not later than three (3) work days following the superior's decision.
- (2) The grievant and the Board or its designee shall meet in an attempt to resolve the grievance not later than three (3) work days following the date on which the meeting was requested.
- (3) The Board or its designee shall communicate the decision in writing to the grievant not later than two (2) work days following their meeting.

Request for Arbitration:

Step 3

- (1) Should the Union be dissatisfied with the decision on the grievance tendered by the Board, and if it involves the interpretation or application of any provision of this Agreement it may by a written dated notice to the Board, not later than eight (8) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.
- (2) Within eight (8) work days following the reference to arbitration, either party shall have the right to apply to the American Arbitration Association to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the American Arbitration Association.
- (3) A grievance arising under any provision of this agreement involving Board policy, practice, or administrative decision may be submitted to arbitration for the sole purpose of determining whether the Board's policy, practice, or administrative decision was disregarded or applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse discretion.
- (4) The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or, if oral hearings have been waived, then from the date of the transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and shall be without power or authority to make any decisions:
 - (a) Contrary to, or inconsistent with, or modifying or varying in any way, terms of this agreement, or if applicable laws or rules or regulation having the force and effect of law.

- (b) Involving Board policy or practice under the provisions of this agreement, or under the applicable law; except that he may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this agreement was so discriminatory, arbitrary, or capricious to constitute an abuse of discretion.
- (c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.
- (5) The arbitrator's fee will be shared equally by the parties to the dispute.
- (6) The filing or pendency of any grievance under the provisions of this Article or Article II shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the decision of the arbitrator.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

Section 1. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 2. Employees shall be granted two (2) ten (10) minute coffeebreaks per eight (8) hour shift without loss of pay.

Section 3. The Board shall provide reasonable bulletin board space for the posting of Union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it; and a removal date.

Section 4. "All employees will be reimbursed a uniform allowance of \$200.00 per year."

"The dress code is applicable at all times when on duty (during day or night shift). It is the intention of the Code to establish a uniform manner of dress for custodians/maintenance men/groundsmen/ and bus drivers. The Code is meant to promote respect and a neat appearance of all employees working within the school building. It is expected that each employee will cooperate in adhering to the Code and failure to obey will result in discipline and possible forfeiture of reimbursement."

Section 5. In the absence of emergency conditions, employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit. This provision shall not apply to work study students.

Section 6. No clause in this Agreement shall be construed as interpreted as to imply any lowering of present wages or working conditions.

ARTICLE XX - INSURANCE

The Board agrees to provide the following insurance protection:

Section 1. Connecticut General Comprehensive Hospitalization/ Major-Medical Plan 0429123-01, or equivalent benefits provided through another insurance carrier or carriers to be selected by the Board.

Section 2. Dental - Connecticut General Plan 6, Schedule 7, with \$25.00 deductible on Class One Benefits as outlined in Connecticut General's office of plans dated January 19th, 1978, or any Connecticut General alternative plan which can be purchased with a maximum amount of \$56,000.00, or benefits equivalent to plan 6 aforementioned, which benefits may be provided through another insurance carrier selected by the Board.

Section 3. Effective July 1, 1986 the Board will provide family prescription coverage with the cost to the Board capped at \$150 per employee and with the co-payment to be determined based upon the costs at that time within the framework of the \$150 per employee limit.

Section 4. The aforementioned insurance coverage shall become effective, for new employees, as soon as possible in accordance with the terms of the respective policies. The employer shall make payment of insurance premiums for new employees commencing in the month that the new employee is eligible for said coverage under the terms of the master insurance contract.

Section 5. Annual Physical Examinations for bus drivers will be performed by the school physician. Use of personal physicians will be at the employee's own expense.

Section 6. During the duration of this contract a joint Study Committee consisting of representation from the Union and the School Administration to investigate a change in Group Insurance Benefits will be established.

The findings of the Committee shall be presented to the Union Membership/Board of Education for ratification during the first year of this contract for adoption/rejection during the second year, or when mutually agreed.

Section 7. The Board of Education agrees to contribute one cent (\$.01) per hour per employee (2,080 hrs x .01 - \$20.80) to Teamsters Fund is to be established and administered in accordance with the Local No. 11 Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees. The Board accepts no responsibility for the oversight and administration of the Plan.

ARTICLE XXI - STRIKES AND LOCKOUTS

Section 1. It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever, during the term of this Agreement, nor shall the Union or any of its members cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal operations.

Section 2. In the event of a Wildcat Strike, cessation of work slowdown or interference of any kind with normal operations, the Union agrees to promptly use its good offices to remedy the conditions.

ARTICLE XXII - SALARIES

Section 1. The salary schedule for the years 1986-89 is as set forth in Schedule "A" attached.

Section 2. Special Contracts (Schedule B & C) are as set forth on the attached.

Section 3. If the holder of a special contract is absent more than ten working days by reason of illness, the employee acting head will be paid the special contract amount, retroactive from the first day.

Section 4. Maintenance Department service bonus. A Maintenance Helper serving in that position for fifteen years in the District, shall be eligible for consideration of a service bonus of \$500.00 upon recommendation by te the Supervisor of Buildings and Grounds. This additional stipend shall not upgrade the position in question.

ARTICLE XXIII - SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any order of an administrative agency, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

-1-

ARTICLE XXIV - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1st, 1986 and shall continue in effect until June 30th, 1989 for the school years 1986-87, 1987-88 and 1988-89.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

MIDDLETOWN TOWNSHIP
BOARD OF EDUCATION

LOCAL NO. 11, Affiliated with
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMERICA

BY: Ann H. Prewett
ANN H. PREWETT, President

BY: Robert J. Feeney
ROBERT FEENEY, President

BY: August T. Miner
AUGUST T. MINER, Secretary

BY: Louis Grasso
LOUIS GRASSO, Business Rep.

COMMITTEE:

Carl K. Hallgren
Carl Bakaj
Walter Domenech
John Kump
Robert Ward
William J. Ruch
Paul Aviles

MIDDLETOWN TOWNSHIP BOARD OF EDUCATION
59 Tindall Road, Middletown, N. J. 07748

SCHEDULE A

TEAMSTERS LOCAL NO. 11 - SALARY GUIDE 1986 - 1989

STEP	CUSTODIANS/BUS DRIVERS		VAN DRIVERS/ STOCK/GROUNDS		MAINTENANCE HELPER			MAINTENANCE MECHANIC			HOURLY BUS DRIVERS							
	86-87	87/88	88/89	86/87	87/88	88/89	86/87	87/88	88/89	86/87	87/88	88/89	86/87	87/88	88/89			
1A	\$15,450	16,950	18,450	\$15,650	17,150	18,650	\$16,450	17,950	19,450	\$16,950	18,450	19,950	\$16,950	18,450	19,950	7.43	8.15	8.87
1B	15,950	17,450	18,950	16,150	17,650	19,150	16,950	18,450	19,950	17,450	18,950	20,450	17,450	18,950	20,450	7.67	8.39	9.11
2	16,250	17,750	19,250	16,450	17,950	19,450	17,325	18,825	20,325	17,875	19,375	20,875	17,875	19,375	20,875	7.81	8.53	9.25
3	16,850	18,350	19,850	17,050	18,550	20,050	18,000	19,500	21,000	18,600	20,100	21,600	18,600	20,100	21,600	8.10	8.82	9.54
4	17,450	18,950	20,450	17,700	19,200	20,700	18,600	20,100	21,600	19,250	20,750	22,250	19,250	20,750	22,250	8.39	9.11	9.83
5	18,000	19,500	21,000	18,250	19,750	21,250	19,200	20,700	22,200	19,750	21,250	22,750	19,750	21,250	22,750	8.65	9.37	10.09

LONGEVITY:

5 years + \$100

10 years + \$250

15 years + \$250

.05

.12

.12

EMPLOYEES WHO HAD LONGEVITY STEPS PRIOR TO 1982-1983:

5 yrs	18,700	20,200	21,700	18,900	20,400	21,900	19,850	21,350	22,850	20,350	21,850	23,350	20,350	21,850	23,350	9.00	9.72	10.44
10 yrs	18,950	20,450	21,950	19,150	20,650	22,150	20,100	21,600	23,100	20,600	22,100	23,600	20,600	22,100	23,600	9.12	9.84	10.56
15 yrs	19,200	20,700	22,200	19,400	20,900	22,400	20,350	21,850	23,350	20,850	22,350	23,850	20,850	22,350	23,850	9.24	9.96	10.68

MIDDLETOWN TOWNSHIP BOARD OF EDUCATION
59 Tindall Road, Middletown, N. J. 07748

SCHEDULE B

SPECIAL CONTRACTS - TEAMSTERS LOCAL NO. 11

1986 - 1989

CHIEF CUSTODIAN:

High Schools	\$1,500.00
Junior High Schools	1,075.00
Harmony Elementary School	1,000.00
New Monmouth, Nut Swamp & Bayview Elementary Schools	975.00
Fairview, Lincroft & Middletown Village Elementary Schools	925.00
East Keansburg, Leonardo, Navesink, Port Monmouth & River Plaza Elementary Schools	900.00

ASSISTANTS:

High Schools	800.00
Junior High Schools	600.00

OTHER:

Head of Stock Room	900.00
Head Bus Driver	900.00
Black Seal License	1986-87 - 175.00
	1987-88 - 200.00
	1988-89 - 200.00
Night Differential	250.00
Maintenance Mechanic	250.00

WFH:mgb
6/4/86

MIDDLETOWN TOWNSHIP BOARD OF EDUCATION
59 Tindall Road, Middletown, N. J. 07748

SCHEDULE C

BUS DRIVERS EXTRACURRICULAR TRIPS:

1986 - 1989

Drivers shall be compensated at each employee's regular rate of pay for the number of hours worked.

The Board shall comply with the F.L.S.A with regard to compensation.

Bus drivers offered summer work are guaranteed a minimum of two (2) hours at the employee's regular rate of pay.

WFH:mgb
6/4/86