

AGREEMENT

Between

THE LINDEN EDUCATION ASSOCIATION

And

**THE LINDEN BOARD OF EDUCATION
COUNTY OF UNION, NEW JERSEY**

For

MAINTENANCE AND CUSTODIAL PERSONNEL

Covering Period

JULY 1, 2007 – JUNE 30, 2010

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ARTICLE I
Recognition

- A. The Board shall recognize the Association as the sole and exclusive bargaining agent for the employees covered in this Agreement during the period covered by said Agreement for the following employees of the Board:

Maintenance Personnel
Mail Carrier
Head Groundskeeper
Groundskeeper
Reporting Custodians
Reporting Custodian - School #1/Administration Building
Reporting Custodian - McManus/Sunny Side Library
Assistant Night Reporting Custodian - High School
Custodians
Bus Driver/Transportation Clerk
Bus Driver

- B. The recognition hereinabove referred to shall not deprive the employees hereunder from exercising their right to select any bargaining agent as their representative for any successor Agreement pursuant to the laws of the State of New Jersey.

ARTICLE II
Negotiation of a Successor Agreement

- A. Commencement Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the date provided by law of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board

- B. Information

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board agrees to furnish in response to reasonable requests, which are reasonable as to quantity and time, public information, including but not limited to, annual financial reports and audits, the proposed budget and a register of names and addresses of personnel covered by the terms of this Agreement. Anything herein

stated to the contrary notwithstanding, the Board shall not be obligated to compile or to furnish any information which does not exist as a separate public record or document.

C. Procedure

1. Representation

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

2. Meeting Time

All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities unless otherwise agreed.

D. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the written rules, regulations and/or written policies of the Board in force on said-date, shall continue to be so applicable during the term of this Agreement.

E. Modification Clause

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

ARTICLE III
Association Rights and Privileges

A. Information

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning financial resources of the district, including but not limited to: annual financial reports and audits, register of personnel, tentative budgetary requirements and allocations, minutes of all Board meetings, census data, names and addresses of all member employees and other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees where

applicable, together with information which may be necessary for the Association to process any grievance or complaint.

B. Release Time for Meetings

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

C. Representatives of the State and National Association

Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times with approval of the Superintendent provided that this shall not interfere with normal school operations.

D. Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, on approval of the Superintendent, provided that this shall not interfere with normal school operations. The principal shall be notified, in advance, of the time and place of all such meetings.

E. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment including computers, typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment and/or facilities are not otherwise in use, with the approval of the principal whose approval shall not be unreasonably withheld.

F. Bulletin Boards

The Association shall have, in each building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given in advance to the Principal.

G. Mail Facilities

The Association shall have the right to use the school mailboxes, as it deems necessary with the approval of the Principal.

ARTICLE IV
Deduction from Salary

- A. Association Payroll Dues Deduction
 - 1. The Board agrees to deduct from the salaries of its employees, dues for the Linden Education Association, the Union County Education Association, the New Jersey Education Association, and the National Education Association, as said employees individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
 - 2. The Association represents that each of the associations named above will certify to the Board in writing, the current rate of its membership dues and that any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. The filing of notice of an employee's withdrawal shall be prior to June 1 and become effective to halt deduction as of September 1 next, succeeding the date on which notice of withdrawal is filed.
- C. Representation Fee
 - 1. The Association shall, on or before October 1, deliver to the Board a written statement containing the following:
 - a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34: 13A-5.4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of NJSA 34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each nonmember. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
 - d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such nonmembers be deducted in accordance with the Agreement.

2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with paragraph 3 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

The Board will deduct the representation fee equally, 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 paychecks:

a. In November, or

b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which case, the deduction will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deductions of regular membership to the Association.

4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in the bargaining unit position during the preceding thirty (30) day period. The list will include name, job titles, and dates of employment for all employees.

5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or inequity, or before any administrative agency with regard to or arising from the deduction from salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

ARTICLE V
Employee Rights and Privileges

A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly, or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975, or other laws of New Jersey or the Constitution

of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms and conditions of employment by reason of his membership in the Association and its affiliates, his participation in any collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to an employee such rights as he may have under New Jersey School Laws or other applicable laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any employee is formally required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or salary of any increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.
- D. Any suspension of any employee pending charges shall be with or without pay at the Board's sole discretion.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. No employee shall be disciplined or reprimanded in the presence of students or fellow workers.

ARTICLE VI

Grievance Procedure

- A. Definitions
 - 1. A "grievance" shall be defined as a complaint, alleging a violation of a specific Article and Section of this Agreement, or changes in Board of Education policy during the term of this Agreement which, it is alleged, change or modify rights of employees specifically provided for within the Agreement
 - 2. Aggrieved Person

An "aggrieved person" is an employee or group of employees making the claim.
 - 3. Party in Interest

A "party in interest" is the employee or group of employees making the claim and any employee who might be required to take action or against whom an action might be taken in order to resolve the claim

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances, which may from time to time arise, affecting the welfare or terms of employment of employees.

1. Confidentiality

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Informal Discussions

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views. Such informal settlement shall not be a binding past practice on either party nor shall it be considered an erosion of either the Board's contractual rights or the Association's contractual rights.

C. Procedure

1. No grievance shall be processed under Article III unless the aggrieved person shall formally institute the procedure called for in this Article within fifteen (15) workdays of the date of the alleged occurrence.

2. Level One

An aggrieved person with a grievance shall first discuss it with his/her appropriate Supervisor or the Supervisor of Maintenance and the Business Administrator, either directly or through his/her representative, with the objective of resolving the matter informally.

3. Level Two

If the aggrieved person disagrees with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) work days after presentation of the grievance, the aggrieved person shall file the grievance in writing within five (5) work days after the decision at Level One, or ten (10) work days after the grievance was presented, whichever is sooner, to the

Superintendent. Said grievance shall state all elements with as much specification as possible.

4. Level Three

If the aggrieved person still disagrees with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, the aggrieved person shall within five (5) work days after the grievance was delivered to the Superintendent, or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing to the Board. Upon request of the Association, a hearing before a committee of the Board shall be granted. However, the Board shall be required to grant only three (3) hearing(s) per contract year. Said hearing must be requested within five (5) workdays from receipt of the decision of the Board's Business Administrator, and shall be convened within forty (40) calendar days after the request has been made.

5. Level Four

If the aggrieved person disagrees with the disposition of said grievance at Level Three, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Board, provided no hearing has been requested, then the aggrieved person shall within five (5) work days after a decision by the Board, or fifteen (15) work days after the grievance was delivered in writing to the Board, provided no hearing has been requested, whichever is sooner, submit the grievance to arbitration giving written notice thereof to the Board, if and only if the Association deems said grievance to be meritorious. If a hearing has been requested and scheduled, the aggrieved person shall have five (5) work days after the hearing decision, or fifteen (15) work days after the formal hearing, whichever is sooner, to submit the grievance to arbitration, if and only if the Association deems said grievance to be meritorious. Failure to file and deliver a request or make submission within the time limitations designated herein, shall constitute an absolute bar to arbitration unless the Association and the Board shall mutually agree, in writing, to waive the applicable said time limitations.

6. Arbitration

Within ten (10) workdays after such written request has been made, the Association shall file for arbitration with the Public Employment Relations Commission. The cost of the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Linden Education Association and the Board of Education. The Board and Association agree that one (1) arbitrator only shall be utilized in the arbitration and the rules of the Public Employment Relations Commission shall govern the procedure for same. The arbitrator's decision shall be in writing and shall set forth his finding of fact,

reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which will amend or modify the terms of this Agreement, and he shall take into consideration decisions of the Commissioner of Education of the State of New Jersey and rulings of the New Jersey State Board of Education and Court decisions and applicable statutes. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding to the parties.

D. Rights of Employees to Representation

1. Employees and Association

A party in interest may be represented at all levels of the grievance procedure by themselves, or at his/her option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all levels of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, or any other participant in the grievance procedure, by reason of such participation.

3. Limitations

The decision of the Board shall be final and binding and not subject to arbitration in following instances:

- a. Where the alleged grievance does not meet the definition of a grievance for the purpose of arbitration as defined herein;
- b. Where the failure of the Board to act is because the Board lacks authority to act;
- c. Where the subject of the grievance involves the promotion of an employee;
- d. Where the grievance involves granting or refusal to grant tenure to a probationary employee (See Article XV);
- e. Where the grievance involves a Rule or Regulation mandated by the Commissioner of Education or the laws of the State of New Jersey;
- f. In any matter for which a method of review is prescribed by law;
- g. In any matter involving the reassignment of a non-tenure employee or the failure to rehire a non-tenure employee.

E. Miscellaneous

1. Group Grievance

If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievances in writing to the Board's Business Administrator directly and the processing of such grievance shall commence at Level Two.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and reasons therefore and shall be transmitted to all parties in interest and to the Association.

3. Administration

A grievant does not have the right to refuse to follow an administrative directive or a Board policy on the grounds that he/she has instituted a grievance.

4. Separate Grievance File

All documents, communications and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article, so long as there is no conflict with the rules of the Public Employment Relations Commission as to any arbitration hearing or there is no conflict with any statute or law of the State of New Jersey.

ARTICLE VII
Employee Evaluation

- A. Frequency - Employees shall be evaluated prior to April 30 by their immediate supervisor at least once in each school year; to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor.

- B. All monitoring or observation of work performance of an employee shall be conducted openly and with MI knowledge of the employee.
- C. An employee shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it, No report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- D. Personnel Records (Applicable to tenure and pre-tenure employees.)
 - 1. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his expense of any documents contained therein. An employee shall be entitled to have a representative(s) of the Association accompany him during such review.

The employee shall have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
 - 2. The Board shall not establish any separate personnel file, which is not available for the employee's inspection. The Board shall preserve the right to keep the confidentiality from the employee of personal references, academic credentials and other similar documents.
 - 3. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy of the letter prior to its placement and the employee shall have the right to attach a response.

ARTICLE VIII
Protection of Employees, Students and Property

- A. The Employee Liaison Building Committee in each school shall have the right to meet with the appropriate administrator of the school to suggest programs to meet emergency situations which may develop in the school, in order to protect the safety and well being of employees, students, and property in the schools.
- B. The employees hereunder shall be entitled to all the rights and privileges accruing them pursuant to the following New Jersey Statutes:

18A:16-6 Indemnity of officers and employees against civil actions

Each board of education, subject to the provisions of this title and of any other law, shall employ and may dismiss a secretary or a school business administrator to act as secretary and may employ and dismiss a superintendent of schools, a treasurer of school money,

when and as provided by section 18A:13-14 or 18A:17-31, and such principals, teachers, janitors and other officers and employees, as it shall determine, and fix and alter their compensation and the length of their terms of employment.

18A:16-6.1 Indemnity of offices and employees in certain criminal actions

Whenever any civil or administrative action or other legal proceeding has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching or other assignment to professional field experience, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of loss resulting there from; provided that

- a. no employee shall be entitled to be held harmless or have his/her defense costs defrayed in a disciplinary proceeding instituted against him/her by the board or when the employee is appealing an action taken by the board; and
- b. indemnification for exemplary or punitive damages shall not be mandated and shall be governed by the standards and procedures set forth in N.J.S.59:10-4,

Any board of education may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

18A:30-2.1 Payment of sick leave for service connected disability

Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his/her employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in N.J.S. 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received for was eligible to receive a temporary disability benefit under chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

- b. Leave taken by an employee pursuant to subsection a. of this section shall constitute satisfactory service as provided pursuant to N.J.S. 18A:29-14 and any other provision, statutory or contractual, relating to employment, adjustment or other increments and shall not constitute inefficiency or other good cause for the withholding of an employment or adjustment increment.

C. Reimbursement

The Board shall reimburse employees for the loss of any clothing or personal property damaged or destroyed as a result of an assault upon an employee while the employee was acting in the discharge of his duties within the scope of his employment. The amount of the Board's obligation, pursuant to the terms of the paragraph, shall be limited to \$350.00 for each employee for each occurrence.

- D. The Board agrees that it will have in place written procedures to be followed in the event of fire or bomb scares.

ARTICLE IX

Seniority

- A. The seniority of the maintenance personnel and custodial workers covered by this Agreement shall be based on their original date of hiring.
- B. Before any new employees are hired, employees on layoff shall, in accordance with seniority, be offered the available job to be filled. 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/her seniority.
- C. Any employee shall lose seniority and his/her employment shall be automatically terminated for the following reasons:
 - 1. If the employee quits.
 - 2. If the employee is discharged for cause.
 - 3. If the employee is absent for three (3) working days without notifying his/her superior of the reason for such absence, unless such failure to do so notify the Board is for unusual or emergency reasons
 - 4. If the employee fails to report to work within seven (7) days after being called back b y 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.
 - 5. 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.
 - 6. If the employee gives a false reason for obtaining a leave absence.

7. If the employee engages in gainful employment during an authorized leave of absence without specific written consent of the Board of Education.
8. 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 three (3) years; layoff exceeding a period of forty-eight (48) months for employees who have been employed three (3) years or more.
9. If the custodian does not receive a boiler license within one (1) year of his or her appointment.

Article X Visitation Rights

A representative or representatives of the Association 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 settling 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 contingent upon the Association 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 XI Hours of Work

- A. Reporting Custodians/Custodians: A workday shall consist of eight (8) consecutive hours inclusive of a one-half hour paid lunch period. Custodians are to remain on call during their lunch period, but shall have one-half hour duty free lunch, which shall be scheduled prior to or after the students lunch. Custodians must remain in their respective buildings during their lunch break but will be permitted to leave without prior approval on pay days, when school is not in session, and during the summer months. Custodians may also leave the building with prior approval from their building administrator, no request will be unreasonably denied. The time for such lunch break shall be mutually agreed upon with the administrator. In the event that the custodian is called away due to an emergency, the remaining portion of the one-half hour shall be credited as compensatory time. If the immediate supervisor cannot schedule the compensatory time off by June 30, said custodian shall be compensated at their regular rate of pay for all compensatory time.
- B. A workweek shall consist of forty (40) hours.

- C. Maintenance Department (except head and assistant groundskeeper): The workweek for Maintenance personnel shall be forty (40) hours; five eight-hour shifts, 7:00 A.M. to 3:00 P.M. Monday through Friday, inclusive of one-half hour paid lunch period daily. On those days when school is not in session, Maintenance Personnel shall have a one (1) hour lunch. Maintenance personnel hired after July 1, 1998 may be assigned to a second shift, 2:30 PM to 10:30 PM, inclusive of a one-half hour paid lunch period daily. When school is not in session, second shift Maintenance personnel, by mutual agreement, may work the first shift. Current Maintenance personnel may apply for assignment to the night shift The Board may change the starting and ending time of one or more maintenance employees upon two weeks notice and for no longer than thirty days. Starting July 1, 2008 the Board may change the starting and ending time of one or more maintenance employees upon two weeks notice and for no longer than forty five days.
- D. Head and Assistant Groundskeeper
1. The Head Groundskeeper/Maintenance employee's workweek shall be Tuesday through Saturday, from 7:00 AM to 3:00 PM. Lunch - when school is in session: one-half hour, when school is not in session: one hour.
 2. Groundskeeper/Maintenance employee's workweek shall be Monday plus three additional week days mutually agreed upon as well as Saturday, from 7:00 AM to 3:00 PM. Lunch - when school is in session: one-half hour, when school is not in session: one hour.
 3. The Head Groundskeeper/Maintenance employee and the Groundskeeper/Maintenance employee shall report directly to the supervisor of maintenance.
 4. Between June 1 and August 31, the Head Groundskeeper/Maintenance employee and the Groundskeeper/Maintenance employee, at their discretion and with agreement from their supervisor may change work schedule to be Monday through Friday.
- E. Call in Procedure
1. All employees who are going to be absent must call the Maintenance Office code-a-phone (908-862-0950) at least three hours prior to the commencement of their shift when possible, but no less than one hour before the start of their shift.
 2. Employees assigned a shift that begins later than 7:00 AM must either call the Reporting Custodian or the Building Administrator in addition to calling the code-a-phone.

F. Snow Removal

All 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.

When the schools are closed for inclement weather, all employees reporting for snow removal shall receive time and a half (1-1/2) their normal rate of pay for the first eight (8) hours, and double their normal rate of pay for any hours worked over eight (8).

G. When an employee does not report to work, a minimum of two (2) hours of overtime will be provided to cover said employee's responsibilities.

ARTICLE XII
Leaves of Absence

A. Leaves of Absence

1. Leave of absence, without pay, shall be granted for the following:

- a. Election to Association office. This shall be without pay and without interruption in seniority. The leave of absence shall be granted if the election to Association office requires outside activity; the leave shall continue so long as the person holds office.
- b. Attending the Association 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 leaves as granted provided by law.

B. Bereavement

1. Any employee shall be allowed the seven (7) calendar days of absence directly following the death of a member of his or her immediate family.

"Immediate family" shall be understood to include the following:

wife, husband, mother, father, child, sister, brother, grandmother, grandfather and grandchild, stepparent, stepchild, step grandparents, or step siblings as well as a domicile in the home of the employee"

2. Three (3) calendar days of absence without loss of pay for the death of mother-in-law, father-in-law, daughter-in-law, or son-in-law.

3. Two (2) calendar days of absence without loss of pay for the death of aunt, uncle, niece, nephew, brother-in-law, or sister-in-law

C. 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 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.

D. Sick Days

1. Each permanent employee shall be entitled to twelve (12) sick days, which shall include two (2) days which may be used for family illness, and three (3) article days at the beginning of each school calendar year. Unused sick leave days shall be accumulated from year to year without limit. An employee on sick leave four (4) or more consecutive days shall at the expense of the Board 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. Article days are not intended as vacation days or as days for business that can be conducted outside of working hours or as days to be taken consecutively before or after vacations, holidays, or N.J.E.A Convention Days without the written approval of the Superintendent.
3. Employees with less than one (1) year of service shall accumulate sick days as follows:

One (1) sick day for each month of service.

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

4. All employees covered by this Agreement, upon service retirement or disability retirement, in accordance with the Pension Fund, shall receive a lump sum payment equivalent to \$29.00 for each unused accumulated sick leave. Upon the death of the employee while in active employment, within the district, said compensation shall be paid to the employee's estate. If the employee has maintained an attendance rate of 95% or better (excluding personal, vacation, and death days) for three cumulative years immediately preceding retirement, the employee shall receive a lump sum payment equivalent to \$35.00 for each unused accumulated sick day.

5. In addition to the option to convert unused personal leave days to accumulated sick leave, all Association members within this bargaining unit, may elect instead to receive a cash payment of \$60.00 for each unused personal leave day.

E. Anticipated Disability Leave

1. Any employee who anticipates undergoing a long term disability arising out of, but not limited to, surgery, hospital confinement, medical treatment or pregnancy, shall be entitled to a leave of absence based upon such anticipated long term disability, in which instance such leave of absence shall be chargeable to the accumulated sick leave account, if any, of said employee. If the accumulated sick leave account is or has been exhausted, the leave of absence shall be without pay.

2.

- a. All employees covered by this Agreement anticipating such long term disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in a disability is known, and shall submit a certificate from his/her physician verifying the condition expected to result in the long term disability and the physician's prognosis as to the anticipated duration of such disability.

- b. If requesting an unpaid leave of absence under this Article, a written request must be submitted specifying the date on which he/she expects to commence said leave and the date on which he/she expects to return to employment following recovery from said disability.

F. Child Rearing Leave

1. The Board of Education shall grant to any employee an unpaid leave of absence to provide necessary care for his/her natural infant child from the date of said child's birth or the expiration of parent's paid leave of absence for disability resulting from said birth. Only one parent per family shall be eligible for such leave of absence. Should a child rearing leave be requested, it must continue from the date of request until the commencement of the next school year following termination of said disability leave or the commencement of the next succeeding school year thereafter. The request for such leave shall set forth the requested date of return. An application for child rearing leave must be made no later than 65 days prior to the anticipated birth of a child. Such application shall include the requested commencement and termination dates for such leave. The Board shall consider the request of the employee concerning the date of return, but the Board shall have the final determination as to the date of the return.

2. Any non-tenured employee requesting a child rearing leave shall be granted the same, however, such leave may not be extended beyond the end of the school year in which the leave is obtained.

3. An employee returning to the system may be assigned by the Superintendent to any similar position within the system.
4. An employee adopting an infant child of three years of age or less, shall be entitled to the same privileges under this Article as offered to an employee who has had a child naturally. The leave of the adopting employee shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the legal requirements for the adoption, providing that such employee had previously advised the Board, in writing, of the fact that an application of adoption has been made. Such notification shall be made within thirty (30) days of the filing of the application. The Board will use reasonable efforts to keep such notices to it confidential.
5. Any requests for extensions or reductions shall be subject to modification based on substantial interference with the administration of the school, or the education of the children, and provided such change by the Board is not medically contradicted, any such extensions shall be subject to N.J.S.A 18:30-1 et seq.

Where an unpaid disability leave for child rearing leave is anticipated during the first month of a school year, such leave must commence at the start of the school year. Such leaves may not be terminated during the last month of the school year.

- G. All benefits to which a tenured employee or non-tenured employee was entitled at the time of the leave of absence, pursuant to Sections A.1(c) and E hereof accumulated sick leave shall be restored to the employee upon return from the leave of absence granted pursuant to this Article, with the exception that earned increments will not be included.
- H. All extensions or renewals of leaves shall be applied for in writing and, if granted, shall also be in writing.

ARTICLE XIII Non-Discrimination

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

ARTICLE XIV Management Rights

- A. Except as modified, altered or amended by the within Agreement, the Board shall not be limited in the exercise of the statutory management functions. The Board, on its 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:

1. 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.
 2. The right to hire all employees subject to the provisions of law to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; to promote and transfer all such employees without constituting a violation of this Agreement.
 3. The right to assign duties and responsibilities to custodians and maintenance personnel; the right to hire students as part of a student work program shall schedule students to do and perform custodial work on a scheduled basis without it constituting a violation of this Agreement.
 4. To reserve the right to deny employee, covered by the terms of this Agreement, any of all salary increments or adjustments in rate range if such action is for performance and not for discipline.
 5. 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.
- B. The exercise of the foregoing powers, rights, authorities, 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 expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in compliance with the laws of the State of New Jersey, the Constitution and laws of the United States.
- C. 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 XV **Discharge and Discipline**

- A. Employees that are shown on the annexed list have statutory tenure.
- B. All other employees do not have statutory tenure and are probationary for a period of three (3) years from their date of hire.

- C. All new employees and all employees without statutory tenure shall be hired with fixed term contracts.
- D. When an employee without statutory tenure commences his/her fourth year of consecutive employment in the district, that employee shall have contractual tenure under the terms of this Agreement and shall not be disciplined, discharged or not reappointed without just cause, Grievances regarding the above shall be subject to binding arbitration under the terms of this Agreement.
- E. Probationary employees may not be offered renewal of their fixed term contract, at the discretion of the Board, and this action shall not be arbitrable under the terms of this Agreement.
- F. All disciplinary actions other than those set forth above shall be subject to the grievance procedure, including binding arbitration. Any actions taken by the Board for employee performance and not for discipline, shall not be subject to arbitration.
- G. Prior to any employee being disciplined, suspended or discharged, there shall be a conference held between the Association and the Board and/or its designees to review the matter, if it is not practicable to conduct a hearing at such time, then in that event, the conference shall be held before the end of the workday following the discipline, suspension, or discharge.
- H. 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 Association at its office, and a copy shall be given to the Association representative as soon as possible.

ARTICLE XVI
No Strikes or Lockouts

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

ARTICLE XVII
Safety and Protective Clothing

- A. Safety Council
 - 1. A Safety Council shall be established consisting of three (3) representatives appointed by the Superintendent and three (3) employee representatives appointed by the Association.

2. The Safety Council shall be authorized to establish study committees for specific projects, training, workshops and other related matters regarding the effective operation of the Linden School District.
3. The Safety Council shall be advisory in nature. The Superintendent shall consider all recommendations submitted to him by the council and shall transmit those that he feels should come to the attention of the Board.

B. Clothing Allotment

1. Employees shall be entitled to the following:

Any combination of 2 pants, 2 long sleeve shirts, 2 short sleeve shirts.

5 "T" shirts

1 small first aid kit

Rain Slicker/Rain Pants/Galoshes (every three (3) years)

1 pair safety glasses (nonprescription)

(2 golf style collar shirts or 2 sweatshirts may be substituted for long or short sleeve shirts. Maintenance personnel in lieu of regular pants may choose to receive cotton pants as part of the uniform provided they are available in the same style as the normal pants at board cost.)

2. Uniforms will be provided by September 1 of each year provided the employee has presented the necessary information to administration by April 30.
3. Custodial 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.
4. The Board will provide a yearly allocation of \$170.00 to all employees in this unit for the purchase any of the following: a heavy coat, work shoes, and overalls. The Association and Board shall mutually agree upon the items.
5. Employees must wear a complete set of uniforms including identification that they are Board employees. The Board shall provide such identification to each employee. If any employee is not in uniform during normal work hours they may receive a written warning. No employee shall receive a written warning until the uniforms have been delivered and received by the employees. Upon the third

written warning in any one contract year the employee may be docked two hours pay.

- 6. The Board shall provide all employees with respirators as required by State and Federal law depending on their specific work assignment.
- C. The Board shall make available clean and adequate wash and toilet facilities.

ARTICLE XVIII
Miscellaneous

- A. An employee who is transferred 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 employee for just cause.
- B. If a person temporarily transferred to a higher rated job, he/she 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.
- C. On New Jersey Education Association days when there is no school in session, the employees scheduled on the night shift in said school shall be brought in on the day shift.
- D. Overtime will be paid on a monthly basis. Overtime reports are due on the fifth working day after the last day of the month. Overtime will be paid on the last day of the subsequent month.
- E. Assistant custodians who fail to evidence knowledge to run boilers and know location of all shut-off valves, etc. shall be subject to dismissal for cause provided the employee has received proper training.
- F. 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 employees of the district, in that event, the Association shall retain the right to reopen the contract for the sole purpose of negotiating such disability plan.
- G. Miscellaneous pertaining to Head Groundskeeper and Groundskeeper
 - 1. During the non-grass cutting portion of the calendar year, the Head Groundskeeper/Maintenance employee and the Groundskeeper/Maintenance employee will be assigned to general maintenance tasks by the supervisor of maintenance.

2. All conditions not mentioned in this agreement will be governed by the agreement between the Board of Education and the Linden Education Association as stated in the contract.
3. Any overtime hours required at the A. A. Field will be first assigned to the Head Groundskeeper/Maintenance employee or the Groundskeeper/Maintenance employee or the field house custodian prior to being offered to any other individual. In the event of an away football game any overtime will be distributed on a rotating basis between the A.A. field custodians and all maintenance personnel.
4. This position shall be represented by the Linden Education Association - and placed in the Custodial/Maintenance Unit.
5. This position shall be placed in the recognition clause in the appropriate contract.
6. This agreement not be construed or considered as precedent setting or as establishing a past practice.

ARTICLE XIX
Job Postings and Bidding

- A. 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 ten (10) working days. Employees may then bid within the 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, no candidate is acceptable, the Board may hire other than present employees.
- B. The Board agrees to post the name of the successful bidder within two (2) 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 sixty (60) days on a trial basis in order to determine his/her ability to perform the work in a satisfactory manner as determined by the Board in its absolute discretion.
- C. A seniority list will be updated at least annually, and provided to the Association for appropriate distribution.
- D. One custodian and one maintenance employee will serve on a joint committee to examine ways to improve the posting procedure to each party's mutual benefit and agreement.

ARTICLE XX
Maintenance of Standards

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

ARTICLE XXI
Insurance Protection

The Board shall provide at its expense for all employees who shall be employed under a contract dated September 1 of each school year or before:

- A. Health Insurance
 - 1. The Board shall provide, at its expense for all employees who are employed under this contract:
 - a. Health benefits including Major Medical insurance as outlined in a memorandum between the Board and Association. Said insurance is described in a booklet distributed to employees by the carrier. All employees shall contribute the following amounts annually toward the cost of health and dental benefits:

| | |
|----------|-------|
| 2007-08: | \$150 |
| 2008-09: | \$150 |
| 2009-10: | \$200 |
 - b. Dental insurance as outlined in a memorandum between the Board and Association. Said insurance is described in a booklet distributed to employees by the carrier. Upon ratification of this agreement the maximum dental benefit per covered individual shall be increased from \$1,000 per year to \$1,500 per year.
 - c. Prescription drug insurance as outlined in a memorandum between the Board and Association. Said insurance is described in a booklet distributed to the employees by the carrier.

- d. Insurance coverage referred to in sections a, b, c includes family coverage plan where applicable.
- B. All employees who shall be under contract dated after the beginning of their particular work year shall receive the above insurance protection under Paragraph A after completion of their first full month of employment or sooner, if possible.
- C. The Board shall allow an employee who so requests it, who has exhausted his/her sick leave or has taken an unpaid extended leave of absence to continue all fringe benefits as set forth in this Article, including family coverage as a member of the group, provided that the employee remits full cost of the premium to the Board, in advance, for forwarding to the appropriate company. This provision shall only be applicable given such an option is permissive under the master policy of the provided benefit.

ARTICLE XXII
Holidays

- A. New Year's Eve
New Yea'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 Eve
Christmas Day
Martin Luther King JR's Birthday
Two Days of N.J.E.A. Convention (beginning July 1, 2008)

If any holiday falls on a Saturday, Sunday or NJEA Convention Day, the employee shall be granted a compensatory day off or equivalent compensation.

Should the employee not be allowed to take the days prior to the end of the school year, compensation shall be paid in accordance with the overtime provisions of the contract.

- B. In addition, when Veteran's Day, Rosh Hashanah and/or Yom Kippur fall on a school day, and are celebrated as holidays, they are holidays. Should these days 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 the NJEA Convention

Day, the employee shall be granted a compensatory day off or equivalent compensation.

- C. The mail carrier, the bus driver/transportation clerk and the bus driver will follow the twelve month secretary calendar.

ARTICLE XXIII
Salaries and Other Benefits

- A. Salaries - Salary schedules are annexed hereto for each year of the Agreement.
- B.
 - 1. Maintenance Personnel Overtime Pay - Time and one-half the employee's regular rate of pay will be paid after forty (40) hours. Call-in time for maintenance personnel shall be for a minimum of three and one-half (3 1/2) hours. Overtime shall be reported and computed to the nearest fifteen- (15) minutes.
 - 2. Custodians' Overtime Pay - Time and one-half the employee's regular rate of pay will be paid after forty (40) hours. Call-in time for the purpose of tending fires on Sundays and holidays shall be a minimum of two (2) hours; in the event a custodian is called in for snow removal prior to the start of his regular shift, said custodian shall be compensated at double time rate for the hour preceding the shift and time and one-half for all other time worked; overtime for scheduled and call-in overtime shall be for a minimum of two (2) hours for each occurrence. Overtime shall be reported to the nearest fifteen- (15) minutes. Double the employee's regular rate of pay will be paid to employees working on Sundays and holidays. Provided the employee has worked a forty hour work week excluding personal, vacation, and death days.

All attempts shall be made to ensure that regularly scheduled events shall be completed prior to the end of the workday. When scheduled events extend beyond the regular workday, time and one-half the employee's regular rate of pay will be paid, computed to the nearest fifteen (15) minutes.

- 3. Overtime shall be distributed equitably on a rotating basis by seniority. The Reporting Custodian shall offer the first overtime assignment in any given year to the most senior employee in each building. The Supervisor of Maintenance shall offer the first overtime assignment in any given year to the most senior employee in the department (For specialized overtime projects requiring special trade skills, the Supervisor of Maintenance may deviate from this overtime procedure. If any assistants are required on a specialized overtime project, the Supervisor of Maintenance shall comply with the aforementioned overtime assignment). Thereafter, the next available overtime assignment shall be offered to the next most senior employee. This procedure for each and every overtime assignment shall occur until after the most junior employee has been offered an overtime

assignment, and thereafter, the Reporting Custodian Supervisor of Maintenance will return to the top of the seniority list for the distribution of overtime assignments. Should the Reporting Custodian and/or Supervisor of Maintenance offer an employee an overtime assignment and that employee refuses the overtime assignment or is unavailable for that overtime assignment, the next most senior employee will be offered that overtime assignment. This process will continue until an employee accepts the overtime assignment. Should all employees refuse an overtime assignment, the Reporting Custodian and/or the Supervisor of Maintenance can assign that specific overtime assignment in reverse order starting with the most junior employee.

4. When a Reporting Custodian is absent the Superintendent or his designee will inform the Reporting Custodian who will act in his/her place. Custodians acting for Reporting Custodians shall be paid in addition to their regular salary \$9/day for Elementary, \$12/day for Middle School, and \$15/day for High School.
5. The differential for the custodial second shift shall be forty (40) cents per hour. The differential for the Maintenance second shift shall be fifty (50) cents per hour.
6.
 - a. Any employee "called in" to work immediately after the termination of his/her regular shift, or called in prior to the start of this regular shift shall be paid for such hours called in at the rate of one and one-half (1/2) times his/her regular hourly rate. Any employee called in to work immediately after the termination of his/her regular shift shall be guaranteed three (3) hours pay the rate of one and one-half (1/2) times his/her regular hourly rate for work performed that is completed within three (3) hours or less. If the work performed exceeds three (3) hours, then the hours work shall be paid at the rate of one and one-half (1/2) times his/her regular hourly rate.
 - b. If an employee is "called in" to work and the start of this overtime shift is not contiguous to his shift, those employees shall be paid for such hours called in at the rate of two (2) times his/her hourly rate.
 - c. Reporting custodians are to carry their assigned pager at all times, and are responsible for reporting to the school building for emergencies that occur after regular work hours and on weekends. If a Reporting Custodian is unable to be on call they must assign another custodian their pager and that person will be entitled to the Reporting Custodian stipend for that time.
 - d. Custodial and Maintenance employees reporting for snow removal on a Sunday shall be paid at a double time rate.
 - e. In the event of a declaration of a state of emergency by the Governor, employees who report for work shall be paid at a double time rate.

C. Vacation

| | |
|--|----------------------|
| 0 months to-1 year of employment | 1 day per two months |
| Upon completion of 1 st year of employment | 10 days |
| Upon completion of 5 th year of employment | 15 days |
| Upon completion of 12 th year of employment | 20 days |
| Upon completion of 14 th year of employment | 21 days |

(Time is based on the total employment by the Linden Board of Education)

Custodial and Maintenance employees with vacation entitlement of three (3) weeks or more shall take not more than ten (10) days vacation during summer recess and such request shall be submitted for same no later than May 1. All other vacation days may be taken during the school year upon approval of the Superintendent of Schools, which shall not be denied arbitrarily. Custodial and Maintenance employees shall be allowed to carry five (5) vacation days into the following year.

A custodial or Maintenance employee hired prior to January 1st shall receive credit for 1 full year toward vacation allotment. All vacation entitlements shall vest on July 1st of the following year.

- D. The board agrees to reimburse all unit members for any State issued license provided, however, that the licenses issued have a period of three (3) years and is utilized by the district. The Board agrees to pay the cost of schooling to obtain black seal licenses on a one-time basis.
- E. Payment of Salaries - Salaries shall be paid semi monthly, consistent with all other employees in the district.

ARTICLE XXIV
Terms of Agreement

A. This Agreement shall be effective July 1, 2007 to June 30, 2010 inclusive. The parties hereto agree that they will meet in January 2010 to discuss the negotiations of a successor agreement.

B. Agreement on Reproduction of Contract

This Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board. A minimum of one hundred (100) copies shall be made for use by the parties. The Board and Association will equally share the costs of duplication.

C. Separability

If any provisions of this Agreement or any application of this Agreement to any employees or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.

- D. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by ordinary mail. The Board shall be addressed in care of the Board's Secretary, Administration Building, 2 East Gibbons Street, Linden, New Jersey, 07036. The Association shall be addressed to an address to be provided to the Board's Secretary and Superintendent at the beginning of each school year. Said address may be given by the giving of proper notice. If no change has been given, the previous address will be used.

ARTICLE XXV
Duration of Agreement

This Agreement shall be effective July 1, 2007, and shall continue in effect until June 30, 2010, subject to the Association's right to negotiate over a successor Agreement in accordance with Article II hereof. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first written above.

For the Linden Education Association

For the Linden Board of Education

Cynthia Apalinski, President

Bryan Russell, President

Elizabeth Ogureck, Secretary

Kathleen A. Gaylord, Board Secretary

Exhibit A

Custodian

| Step | 2006-07 | 2007-08 | 2008-09 | 2009-10 |
|------|---------|---------|---------|---------|
| 1 | 35,890 | 36,354 | 37,955 | 39,313 |
| 2 | 36,712 | 37,176 | 38,777 | 40,135 |
| 3 | 37,576 | 38,040 | 39,641 | 40,999 |
| 4 | 38,472 | 38,936 | 40,537 | 41,895 |
| 5 | 39,405 | 39,869 | 41,470 | 42,828 |
| 6 | 40,071 | 40,535 | 42,252 | 43,610 |
| 7 | 40,655 | 41,355 | 43,072 | 44,430 |
| 8 | 48,301 | 49,901 | 51,618 | 53,078 |

Maintenance A

| Step | 2006-07 | 2007-08 | 2008-09 | 2009-10 |
|------|---------|---------|---------|---------|
| 1 | 38,169 | 38,633 | 40,234 | 41,592 |
| 2 | 38,769 | 39,233 | 40,834 | 42,192 |
| 3 | 39,400 | 39,864 | 41,465 | 42,823 |
| 4 | 40,055 | 40,519 | 42,120 | 43,478 |
| 5 | 40,398 | 40,862 | 42,463 | 43,821 |
| 6 | 41,654 | 42,118 | 43,835 | 45,193 |
| 7 | 42,843 | 43,543 | 45,260 | 46,618 |
| 8 | 52,270 | 53,870 | 55,587 | 57,047 |

Mail Carrier

| Step | 2006-07 | 2007-08 | 2008-09 | 2009-10 |
|------|---------|---------|---------|---------|
| 1 | 30,701 | 31,165 | 32,766 | 34,124 |
| 2 | 31,201 | 31,665 | 33,266 | 34,624 |
| 3 | 31,724 | 32,188 | 33,789 | 35,147 |
| 4 | 32,270 | 32,734 | 34,335 | 35,693 |
| 5 | 32,840 | 33,304 | 34,905 | 36,263 |
| 6 | 33,411 | 33,875 | 35,592 | 36,950 |
| 7 | 33,982 | 34,682 | 36,399 | 37,757 |
| 8 | 34,522 | 36,122 | 37,839 | 39,299 |

Bus Driver

| Step | 2006-07 | 2007-08 | 2008-09 | 2009-10 |
|------|---------|---------|---------|---------|
| 1 | 34,292 | 34,756 | 36,357 | 37,715 |
| 2 | 34,792 | 35,256 | 36,857 | 38,215 |
| 3 | 35,315 | 35,779 | 37,380 | 38,738 |
| 4 | 35,861 | 36,325 | 37,926 | 39,284 |
| 5 | 36,407 | 36,871 | 38,472 | 39,830 |
| 6 | 36,953 | 37,417 | 39,134 | 40,492 |
| 7 | 37,499 | 38,199 | 39,916 | 41,274 |
| 8 | 38,045 | 39,645 | 41,362 | 42,822 |
| A | 52,270 | 53,870 | 55,587 | 57,047 |

Reporting Custodian Stipends

| Reporting Custodian Stipends | 2006-07 | 2007-08 | 2008-09 | 2009-10 |
|-------------------------------|---------|---------|---------|---------|
| Elementary | 1,800 | 1,881 | 1,961 | 2,044 |
| Middle School | 2,100 | 2,195 | 2,288 | 2,385 |
| High School | 2,450 | 2,560 | 2,669 | 2,782 |
| Assistant Night – High School | 1,850 | 1,933 | 2,015 | 2,101 |

Exhibit B

Note 1: As of July 1, 2003, custodians with a Boiler's License will be paid \$500.00 in addition to their annual salary guide amounts.

Note 2: A licensed electrician and a licensed plumber will be paid \$850.00 more than the salary guide amounts. Effective July 1, 1998, it is understood that the current employees shall be grandfathered and any employee hired after July 1, 1998 shall be governed by Note 3.

Note 3: Compensation in the amount of \$500.00 shall be offered to employees holding any license/authorized certification issued by any state agency certifying that they are a pesticide applicator, qualified tradesman, for construction or any other trade when a license is required to perform some or all of the activity for which this state agency issues a license and is utilized by the district (excluding boiler's license).

Note 4:Asbestos Floor Tile Removal Stipend

1. That any individual required to remove asbestos floor tiles using the VA Tile Master Machine be certified and trained to operate said machine.
2. That the Board of Education provide the training for yearly re-certification at Board cost within the employee's scheduled workday/work year.
3. Any fully certified employee shall receive an additional \$50.00 per day when required to remove asbestos floor tiles for a minimum of four hours per day.

Note 5:Reporting Custodian - School #1/Administration Building
Reporting Custodian - McManus Middle School/Sunnyside Library

1. The School #1 Reporting Custodian shall be responsible for both School #1 and the Administration Building.
2. In addition to that individual's salary and reporting custodian stipend, he/she shall receive an additional \$418 stipend for 2007-08, \$436 stipend for 2008-09, and \$454 stipend for 2009-10. The total stipend received by the Reporting Custodian - School #1/Administration Building shall be \$2,299.00 for 2007-08, for \$2,397.00 2008-09, and \$2,499.00 for 2009-10. The total stipend received by the Reporting Custodian – McManus Middle School/Sunnyside Library shall be \$2,613.00 for 2007-08, \$2,724.00 for 2008-09, and \$2,839.00 for 2009-10.
3. If the custodian at the administrative building is working the second shift, that custodian be provided a means to communicate with the second shift custodians in School #1 in case of a medical emergency.
4. The custodian at the administration building shall work the second shift, starting at 2:00 PM, and shall receive the negotiated shift differential.
5. The custodian at McManus Middle School/Sunnyside Library shall work 9:00 a.m. to 5:00 p.m.

Note 6:Head Groundskeeper/Maintenance Employee/Groundskeeper/Maintenance Employee Salaries

1. The Head Groundskeeper/Maintenance employee shall be placed on the Maintenance salary guide based upon years of experience, receive a stipend (as noted in note #3 of the contract) for possession of a State of New Jersey issued pesticide license, and receive a middle school reporting custodian stipend.
2. The Groundskeeper/Maintenance employee shall be placed on the Maintenance salary guide based upon years of experience. If this individual should receive a

State of New Jersey issued pesticide license, this individual would also be entitled to receive a stipend as per note #3 of the contract.

Note 7:Longevity

| | |
|----------|------------------------------------|
| 20 years | \$500.00 |
| 25 years | \$500.00 (a total of \$1,000.00) |
| 30 years | \$1,000.00 (a total of \$2,000.00) |