

A G R E E M E N T

BY

AND

BETWEEN

THE TEANECK BOARD OF EDUCATION

AND

TEAMSTERS LOCAL 97 OF NEW JERSEY

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA

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PREAMBLE

This Agreement entered into this 1st day of April, 1989, by and between the Teaneck Board of Education (hereinafter referred to as the "Board") and Local 97, International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Board and the Union.

II

RECOGNITION

The Board recognizes the Union as the exclusive representative for the purpose of collective Bargaining with respect to the terms and conditions of employment, within the purview of Chapter 123 of the Laws of 1974 for non-certified employees regularly employed by the Board as custodians, and maintenance personnel. The Supervisor of Maintenance, the Superintendent of Operations and all other employees of the Board shall not be included in the bargaining unit.

### III

#### GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union on behalf of an individual or group of individuals or the Board.

B. The term "grievance" and the procedure established for the processing of a "grievance" shall not be deemed applicable in the following instances:

1. In matters not covered by the terms of this Agreement;
2. In matters of initial salary guide and salary step determination and assignments;
3. In matters of temporary job transfers of assignments;
4. In matters of selection for promotion as it pertains to seniority;
5. In matters where the Board or its representatives are without authority to act;
6. In matters involving probationary employees, including dismissal.

### C. PROCEDURE

1. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. Whenever the employee appears with a representative, the Board or its representatives shall have the right to designate a representative to participate in any step in the grievance procedure.

2. An employee shall not lose pay for time spent during his regular working hours at the following steps of the grievance procedure.

3. Saturdays, Sundays, and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.

4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

5. The time limits specified in Section D may be adjusted by mutual consent of the parties.

6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to

observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

D. STEPS

1. An employee having a grievance shall present it to his Superior within five (5) working days after the occurrence of the event from which the grievance arises. An answer will be submitted within three (3) working days. Any grievance not presented within five (5) days, shall be deemed abandoned, unless the parties by mutual agreement consent to an additional period of time.

2. If the employee is not satisfied with the answer, the grievance shall be put in writing specifying:

- a. the nature of the grievance;
- b. the results of the discussion with the

Supervisor;

c. the basis of dissatisfaction with the determination, signed by the employee and presented to the next administrative level, with a copy to the Supervisor, within three (3) working days. An answer will be submitted, in writing, within five (5) working days, after a hearing involving all parties.

3. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days,

the employee may appeal in writing, within three (3) working days thereafter, to the School Business Administrator/Board Secretary with copies to the last administrator who rendered a decision and the Supervisor. An answer will be submitted within five (5) working days after a hearing involving all parties.

4. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal in writing, within three (3) working days thereafter, to the Board of Education, with copies to all administrators and supervisors who rendered a decision on the grievance. An answer will be submitted within twenty (20) calendar days after a hearing involving all parties.

5. If the employee is dissatisfied with the answer, or in the event no answer is received within twenty (20) calendar days, the employee will have the right to appeal within five (5) working days as follows:

a. In grievance matters covered under N.J. Statutes 18A, or interpretations of adjudications thereof, the appeal must be made to the N.J. Commission of Education.

b. In grievance matters not covered under (a) preceding, the appeal shall be in the form of a request for binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission.



(1) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her by those involved in the grievance.

(2) In formulating his decision, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Commissioner of Education, the State Board of Education and the Courts.

(3) Only one (1) issue shall be submitted in any case before an arbitrator except by mutual written consent.

(4) The cost for the services of the arbitrator shall be borne equally between the Board and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

6. In the event of an order, ruling or determination by a party other than the immediate Supervisor, any grievance would start with the person making such order, ruling or determination, to wit:

1. Administrator in charge
2. School Business Administrator/Board Secretary
3. Board of Education.

7. Board grievances shall be presented within five (5) working days after the occurrence of the event from which the grievance arises. These grievances shall be filed directly with

the Executive Board of the Union and in the event the matter is not resolved within twenty (20) working days, the matter shall proceed to binding arbitration as provided in paragraphs 5.b and c.

IV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out, job action or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Union member or other individuals covered by this contract, shall entitle the Board to terminate the employment of such employee or employees.

C. The Union agrees that it will do everything in its power to prevent its members from participating in a strike, work stoppage, slowdown, or other activity aforementioned, or support any such action by any other employee or group of employees of the Board and that the Union will publicly disavow such action, and order all such members who participate in such activities to

cease and desist from same immediately and to return to work and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. The Union further agrees that it will not cause, engage in, sanction or encourage or assist in any strike or similar action or conduct on the part of the students.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

MANAGEMENT/BOARD'S RIGHTS

The Board of Education reserves to itself sole jurisdiction over matter of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

- A. To direct employees of the school district.
- B. To hire, promote, transfer, assign and retain employees in position in the school district, and to suspend, to demote, discharge or take other disciplinary action against employees for just cause (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal Agency regarding these matters.
- C. To maintain the efficiency of the school district operations entrusted to them.
- D. To determine the methods, means and personnel by which such operations are to be conducted, subject to the applicable laws and decisions of any State or applicable Federal Agency.
- E. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without

limitations, all of the powers, rights, authority, duties and responsibilities conferred and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.

F. Nothing in the above shall limit the Union directly or indirectly in its duty to fairly represent the membership of the Union and to present: grievances, proposals, counter-proposals, and to negotiate with the Board of Education on wages, hours and other terms and conditions of employment.

VI

UNION RESPONSIBILITIES

A. The Union shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

B. It is the responsibility of the Union, its members and its representatives, to carry out administrative directions regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article III, if it is felt any such directive or policy is in conflict with the express terms of this Agreement.

## VII

### PROBATION

A. All employees shall be considered as probationary employees during their first ninety (90) days of employment. The probation period may be extended, at the sole discretion of the Board, for a period not to exceed an additional ninety (90) days.

B. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the grievance procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.

C. If a probationary employee quits or is discharged prior to completing his probationary period, s/he shall not be entitled to any earned vacation time.



VIII

BLACK SEAL LICENSE

A. All custodial personnel must obtain as a condition of their employment and prior to the conclusion of the first calendar year of employment, a Black Seal boiler operator's license.

B. The employee shall pay any initial or renewal license fees.

C. The employee shall present the license or license renewal to the Supervisor who shall record the pertinent information therefrom and forward it to the administrator in charge.

D. Obtaining the Black Seal license is the direct responsibility of the employee. The Supervisor and other personnel will cooperate with the employee, by reasonable adjustment of work schedules, etc., in order to enable the employee to attend school and take the examination.

IX

EVALUATION PROCEDURE

A. Observations of work performance of custodial and maintenance personnel shall be conducted by the Supervisors. Such observations shall be conducted openly.

B. Written evaluations shall be prepared for each employee not less frequently than one (1) time per year. The employee shall be given a copy of each evaluation.

C. An employee may request and shall be granted a conference with his/her Supervisor and, upon the employee's request, a Union representative, to discuss the evaluation. Such a conference shall be granted within ten (10) working days.

D. The employee is required to sign his/her evaluation form at the time he/she receives their copy. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.

E. Evaluations shall become part of the permanent personnel file of each employee.

F. The evaluations shall be part of the basis upon which a determination shall be made regarding the employee's annual salary increment and/or adjustment.

G. Evaluations shall be done for probationary employees prior to the conclusion of their probation period. This is in addition to any other evaluations. This evaluation shall be a part of the basis upon which a determination shall be made regarding the regular employment of the probationary employee.

JOB OPENINGS, TRANSFERS AND PROMOTIONS

A. Employees shall be notified and may apply for all job openings, transfers and promotions.

1. Employees shall be notified through the posting of a notice on the custodial and maintenance bulletin boards.

2. Interested employees must notify the specified individual within five (5) working days after the posting of the notice.

B. Nothing in the foregoing shall restrict the right of the Board of advertise outside the school system for applicants.

C. In those situations where the finalists are considered to offer comparable ability in job training and potential, consideration shall be given to the applicant with employment seniority, if qualified. The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

D. The administrator in charge shall have the right to assign any personnel to fill any position or perform any work task on a temporary basis.

E. The administrator in charge shall have the right to make any changes in job schedules or work routines as he may determine necessary for the best functioning of the Department.

XI

SALARY REGULATIONS

A. Placement on the proper salary guide and step will be determined at the time of employment.

B. In determining such guide and step placement, the Board of Education shall grant credit for similar work experiences outside the school system.

C. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

1. The School Business Administrator/Board Secretary shall have the power to recommend the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

2. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance Procedure.

D. Employment and reemployment of custodial and maintenance personnel shall be on the basis of one (1) year or less.

E. Longevity salary payments indicated on the salary guide are paid under the following conditions:

1. Only for full-time completed years of service as a member of the Teaneck Board of Education custodial or maintenance staffs. No outside or other department experience may be recognized.

2. Completed years of service will be determined as of July 1st each year.

3. The appropriate per annum longevity salary payment indicated on the salary guide shall be added to the salary guide step salary and paid as part of the school year contract salary approved for the individual.

## XII

### OVERTIME

A. Overtime work is an inherent part of the custodial and maintenance operation, and, as such, may be required of all custodial and maintenance personnel.

B. In emergency circumstances, as determined by the administrator in charge or a Supervisor, overtime work may be required of any personnel without regard to the overtime selection procedure hereinafter indicated.

C. Overtime work shall be offered to employees according to a rotation schedule and procedure as follows:

1. Custodial Personnel

a. A list of custodial employees shall be prepared by the Supervisor and posted for each building on the basis of most senior employee to least senior. This list shall be revised and updated with each change in personnel in a building. Seniority will be based on time in the school system as a member of the custodial staff.

b. Overtime opportunities will be offered to each employee on the list in a straight, continuous rotation system, regardless of the type or length of overtime involved. The employee may accept or reject the overtime opportunity.

c. If accepted, the next overtime will be offered to the next person on the list.

d. If rejected, the overtime is offered to the next person.

e. If all employees in a school reject the overtime opportunity, the Supervisor shall return to the first employee offered the overtime, and direct him/her to work. The employee may not refuse.

f. Employees who refuse overtime two (2) consecutive times, will be automatically deleted from the overtime rotation list. They will not be eligible for overtime rotation unless the Supervisor approves or directs his/her reinstatement to the list.

g. Employees shall be given, whenever possible, a minimum of 24 hours' notice of overtime. In an emergency or a situation requiring immediate action, the time period may be shorter. If notice is not given within the 24-hour period (except emergencies or other immediate situation), an employee may, for reason, refuse the overtime. Such refusal shall not count towards the number of refusals specified in paragraph C.1.f. During the summer period (July 1 - August 31) the aforementioned time period will be 36 hours.

h. Nothing shall bar a Supervisor, in the event all employees in a building refuse the overtime, and the Supervisor does not wish to avail himself/herself of his/her right to direct an employee to work the overtime, from obtaining the services of another employee in the school system to work the overtime.



## 2. Maintenance Personnel

a. A list of maintenance personnel shall be prepared by the Supervisor and posted for each department on the basis of seniority.

b. The procedure for offering overtime opportunities is the same as that for custodial personnel.

c. If all employees in a department reject the overtime opportunity, the Supervisor shall return to the first employee offered the overtime and direct him/her to work. The employee may not refuse.

d. Employees who refuse overtime two (2) consecutive times, will be automatically deleted from the overtime rotation list. They will not be eligible for overtime rotation unless the Supervisor approves or directs his/her reinstatement to the list.

e. Employees shall be given, whenever possible, a minimum of 24 hours' notice of overtime. In an emergency or a situation requiring immediate action, the time period may be shorter. If notice is not given within the 24-hour period (except emergencies or other immediate situation), an employee may, for reason, refuse the overtime. Such refusal shall not count towards the number of refusals specified in paragraph C.2.d. During the summer period (July 1 - August 31) the aforementioned time period will be 36 hours.

f. Nothing shall bar a Supervisor, in the event all employees in a building refuse the overtime, and the Supervisor does not wish to avail himself/herself of his/her right to direct an employee to work the overtime, from obtaining the services of another employee in the school system to work the overtime.

D. Employees may request, in writing, to be taken off the overtime rotation list for their building or department. They shall remain off the list and not be offered overtime until such time as they request, in writing, to be reinstated on the list. These employees are not exempt from emergency overtime and may, at the discretion of the Supervisor, be required to perform such overtime work.

E. OVERTIME RATES

1. The normal hourly rate of employees shall be calculated by: annual salary divided by 2080 hours in the case of full-time personnel, or prorated equivalent in the case of part-time personnel.

2. Monday through Friday -- Overtime performed during the period beginning midnight Sunday and ending midnight Friday, shall be compensated at one and one half the normal hourly rate.

3. Saturday and Sunday -- Overtime performed during the period beginning midnight Friday and ending midnight Sunday, shall be compensated at two times the normal hourly rate.

4. Holidays -- Overtime performed during the 24-hour period beginning and ending at midnight on a day listed as a holiday pursuant to Article XIV, shall be compensated at the nor-

mal hourly rate for the holiday as such, and two times the normal hourly rate for the hours worked.

F. GENERAL CONDITIONS

1. Supervisors shall arrange for overtime assignments not later than the working day following the day the Supervisor is informed of the need for overtime work.

2. Overtime will be defined as that period of time occurring before or after an employee's normal assigned working time, or any time on days when the employee is not scheduled to work.

3. No overtime work may be performed or compensated for unless it has been authorized and approved by the Supervisor.

4. In situations involving absence of employees for periods not exceeding two (2) days, regular employees shall be provided an overtime work opportunity to perform all or part of the absent employees' work as may be determined by the Supervisor.

5. In situations involving absence of employees for periods exceeding two (2) days, the Supervisor shall make provision for completing the absent employee's work, in full or part, by whatever means the Supervisor determines in his/her best judgment.

6. The Board agrees to four (4) hours minimum overtime if an employee is called back to work for an emergency

situation unless the call back is contiguous to the work day, in which the case there shall be no minimum overtime. Additional pay for call back will not be applicable should an employee not have forty (40) hours of work during the week due to unauthorized leave time.

XIII

VACATIONS

A. Employees shall be entitled to earned vacation time to be taken any time during the year subject to the approval of the Supervisor and administrator in charge.

B. Earned vacation time shall be determined according to the following schedule:

1. Complete Years of Employment

Years 1 through and including 4  
\*10 working days per year

Years 5 through and including 7  
\*15 working days per year

Years 8 and subsequent years  
\*20 working days per year

\*Earned Vacation

2. The date for determining an employee's complete year of employment and earned vacation time, shall be the date of initial employment and annually thereafter.

3. In the case of employees employed prior to July 16, 1972, the determination date shall be July 1.

4. Except in the instances recommended by the Supervisor, and approved by the administrator in charge, earned vacation time may not be taken prior to the completion of a complete year.

5. Probationary employees do not earn vacation time until the probation period is completed and he/she is recommended for regular employment, in which case Paragraph 2 of this article shall apply.

6. Employees who quit or are discharged (excluding probationary employees) will have their date of termination adjusted to include a terminal earned vacation period. At the discretion of the Board, payment may be made to the employee in lieu of the terminal earned vacation period.

7. Earned vacation time will be prorated on the basis of annual earned vacation divided by twelve (12) times the number of full months worked. Complete days will be taken as earned vacation time. Fractional days will be paid in salary by fractional day times eight (8) hours times normal hourly rate.

C. The Board agrees to buy back, in lieu of vacation time, two weeks (10 days) or earned vacation time upon application by the employee. The decision to buy back is solely the Board's based upon the Board's need to have the employees work.

D. Vacation earned during the year must be used. However, if it is not permitted to be used by management, then it is eligible for payment under Section (C) or to be accumulated for future years, subject to management's discretion.

XIV

HOLIDAYS

A. There shall be fifteen (15) paid holidays during the school year beginning July 1 and ending June 30.

B. The holiday schedule shall be that established by the Board.

SICK LEAVE

A. Sick leave shall be granted to employees under the provisions of N.J.S. 18A:30-1, 18A:30-2, 18A:30-2.1, 18A:30-3 and 18A:30-4 and as modified by the terms of this contract article as hereinafter indicated.

B. No doctor's certificate shall normally be required in the event of an absence claimed to be due to personal, family or other medical reasons, unless, in the opinion of the School Business Administrator/Board Secretary of his/her designee, an abuse of the legitimate purpose for the absence may be taking, or has taken place. In such case, a doctor's certificate may be required of the individual for the period of absence in question and/or future similar absences in order to receive salary for the period of such absences.

C. The doctor's certificate, when required, shall state:

1. the patient's name;
2. inclusive dates of absence from work;
3. the medical reasons necessitating the absence, and
4. that the employee did not come to work at the specific direction of the attending physician.

D. All full-time twelve-month personnel shall be entitled to twelve (12) personal sick leave days per school year. Unused sick leave days shall be cumulative.



E. When requested, the Union will assist in investigating any alleged abuses of sick leave time.

F. Custodian and maintenance personnel who shall after fifteen (15) years of service retire or resign in good standing will be entitled to payment for unused accumulated sick leave under the following additional conditions:

1. Payment of twenty-eight (28) dollars per day for each unused sick leave day accumulated in accordance with Section D.

2. The accumulation of unused sick leave days to commence with employment in the 1969-70 school year.

3. Payment shall not exceed a total of \$6,000.00 for a maximum of three hundred (300) accumulated unused days.

4. Employees discharged for cause do not qualify for payment of the aforementioned benefit.

LEAVES OTHER THAN SICK LEAVES

A. DEATH IN THE IMMEDIATE FAMILY

1. Employees may be absent without loss of pay, for death in the immediate family for a period not exceeding five (5) calendar days, beginning with the day after death. Immediate family would include wife, husband, son, son-in-law, daughter, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, and grandchildren.

2. If it is found necessary to exceed the allotment indicated, an additional three (3) days will be allowed, but with a deduction of 65% of the daily salary.

B. DEATH IN THE NON-IMMEDIATE FAMILY

In the case of the death of a relative not mentioned in Section A above, the employee may be granted one (1) working day of absence without loss of pay, to attend the funeral. If it is found necessary to exceed the allotment indicated, with the prior approval of the School Business Administrator or his/her designee, an additional two (2) days will be allowed but with a deduction of 65% of the daily salary.

C. DEATH - OTHER THAN RELATIVES

With prior approval of the School Business Administrator or his/her designee, an employee may be granted one (1) working day of absence with the deduction of 65% of the daily salary to attend the funeral.

D. ILLNESS IN THE IMMEDIATE FAMILY

A total of three (3) days without loss of pay for serious illness in the immediate family.

E. QUARANTINE

No deduction will be made for an employee who is well but quarantined in the home. When submitting "Report of Absence" form for quarantine, satisfactory evidence must appear on or accompany the report.

F. WITNESS IN COURT

Any staff member may be absent, without loss of pay, when the absence is in obedience to legal process. "Legal Process" shall mean a summons to appear as a witness in a court in the State of New Jersey or in a court of the United States in a case to which the person summoned is not a party and also such that the individual has no option but to appear. When submitting "Report of Absence" for court compliance, satisfactory evidence must accompany the application.

G. WORKERS' COMPENSATION INJURY

Staff members must inform the Business Office immediately of any absences due to an on-the-job injury for which a Workers' Compensation report is, or will be, filed. A Workers' Compensation report must be completed by the staff member's immediate Supervisor or, in his absence, by a school nurse, and forwarded to the Business Office along with Supervisor's report

within forty-eight (48) hours of the accident. An injured staff member must use a doctor on the list of approved doctors. Use of any other doctor must be cleared with insurance company and/or Business Administrator.

H. PERSONAL BUSINESS DAYS

1. Personal Business is defined as a leave used for any reason except recreation, rest or recuperation, any venture resulting in remuneration for services rendered by a staff member, or any other reason provided for elsewhere.

2. A staff member shall have available each school year three (3) personal business days, without loss of pay and without prior approval. Wherever possible, advance notice should be given to the administration in order to allow for proper work coverage.

3. Any personal business day taken immediately prior or subsequent to a holiday or vacation must be approved by the Assistant Supervisor of Schools.

XVII

MEDICAL INSURANCE BENEFITS

A. The Board will provide hospital, surgical, Major Medical and dental coverage for employees requesting such coverage at no cost to the employee. For those employees electing to secure coverage for their dependents, the Board will pay for the cost of such coverage at no cost to the employee.

B. The employee acknowledges that he/she is obligated to inform the Board within thirty (30) days whenever any change occurs in his/her, or his/her dependents' status as it relates to this coverage, and failure to so inform the Board may result in Board refusal to continue any coverage for the employee.

C. Disability Coverage

1. The Board will pay up to a maximum of two hundred and thirty dollars (\$230.00) per annum per operations and maintenance person employed for a disability insurance plan.

2. Any increase in the annual premium cost beyond the \$230.00 during the term of this Agreement shall be paid by the individual employee.

D. The Board reserves the right to change medical and dental insurance carriers or plans or to self insure, provided that the benefits are substantially similar. Further, the Board has the discretion and right to change the prescription insurance carrier, provided only that the co-pay remains the same.

XVIII

SAFETY

A. All employees covered under this Agreement will be provided with one (1) pair of suitable safety work shoes per school year.

B. The cost of the safety work shoes shall not exceed seventy-five (\$75.00) dollars a pair.

C. Employees have the right to buy their safety workshoes at a store of their choice, subject to management's approval that they are, in fact, workshoes. Employees must provide receipt for reimbursement and agrees to make workshoes available for inspection within one year of purchase.

XIX

AGENCY SHOP

A. Representation Fee

The Board of Education agrees to deduct the fair share fee from the earnings of those contracted employees who elect not to become a member of the Union, and transmit the fee to the Union.

B. Computation of Fair Share Fee

1. The fair share fee for services rendered by the Union shall be in an amount equal to the regular Union membership dues, initiation fees and assessments less the cost of membership benefits financed through the dues, but in no event shall the fee exceed 85% of the regular membership dues, fees and assessments. Such sum representing a fair share fee shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

2. The majority bargaining representative shall provide sixty (60) days prior to January 1st and July 31st of each year, advance written notice to the Public Employment

Relations Commission, the Board of Education and to all employees within the unit, the information necessary to compute the fair share fee.

C. Challenging Assessment Procedure

In the event a challenge is filed by an employee, the deduction for fair share fee shall be held in escrow by the Board of Education pending final resolution of the challenge.

D. Deduction of Fee

No fees shall be deducted for any employee sooner than satisfactory completion of the probationary period.

E. Payment of Fee

The Board of Education shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative monthly during the term of this Agreement.

F. Union Responsibility

The Union assumes responsibility for acquainting its members, as well as other employees affected by the representation fee of its implications and the procedure by which a non-member employee can challenge the fair share fee and agrees to meet with employees affected upon their request to answer any questions pertaining to this Article.

G. Miscellaneous

1. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or



other forms of liability that shall arise out of or by reason of action taken or not taken by the Board in reliance upon fair share fee information furnished by the Union, or its representatives.

2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay the said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

SENIORITY RIGHTS

A. The parties agree to use seniority as determined by the length of service in the district as the determining factor in layoff, bumping and recall procedures, subject to the limitations noted in the sections which follow.

B. Nothing herein shall be construed to limit the right of the Board of Education to lay off personnel and to determine when such layoffs shall occur. Furthermore, the Board of Education reserves the exclusive right to determine whether an employee has the necessary skills to perform satisfactory work in another job title or craft, and such determinations by the Board of Education are not subject to the grievance/arbitration procedure and shall be specifically excluded therefrom.

C. A seniority list shall be prepared by the Board of Education which will include all members of this bargaining unit with a designation of title or craft with the number of years of service listed thereon. This list will be given to the Union for their review and approval. Any dispute over the length of years of service or the job title or craft shall be resolved by the Board of Education only.

D. It is understood that the Board of Education has no affirmative duty or obligation to train or retrain employees in any title or craft in order to continue such employee with the Board of Education.

E. For the purpose of layoff, bumping rights or recall rights, the last hired in a specific title or craft shall be the first to be laid off. The last to be laid off shall be the first to be recalled back to employment. Seniority which shall be designated by title or craft shall be the determining factor in "bumping" rights.

F. A pool of custodial employees shall be created wherein those employees who presently hold a specific title or craft position other than a custodial employee, shall be able to "bump" into such custodial pool of employees with the least senior employee in the custodial pool being subject to layoff. Whenever an employee is transferred and/or reassigned by reason of his/her "bumping" rights into a lower paying job title, such employee shall be paid at the lower rate of pay, and further, shall be placed on the step on the salary guide as determined by the total length of service in the district.

G. Seniority shall not apply to employees employed less than one (1) calendar year in the district, or in a department or craft.

H. It is expressly understood that this Agreement does not in any way limit the right of the Board of Education to assign employees, on a day to day basis, to whatever the needs of the

school district may require. Furthermore, this Agreement does not limit in any way the right of the Board of Education to subcontract out work in whole or in part for economic reasons which is presently performed by members of the bargaining unit, or any work which may be performed in the future.

I. Seniority shall continue to accrue during paid leaves of absence, military leaves, unpaid leaves of absence of three (3) months or less, or during the period which an employee receives disability benefits or Workers' Compensation.

J. This Agreement in no way shall be construed to limit the Board of Education in its determination in areas of promotion or the hiring of new personnel who may become members of this bargaining unit.

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

XXII

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

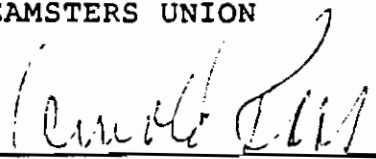
XXIII

TERM OF AGREEMENT

A. This Agreement shall become effective April 1, 1989 and shall continue in full force and effect through March 31, 1992.

B. The Agreement shall continue in full force and effect from year to year thereafter unless either party notifies the other in writing of a desire to negotiate on a successor agreement not earlier than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of the Agreement.

TEAMSTERS UNION

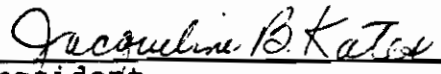
  
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President, Local 97

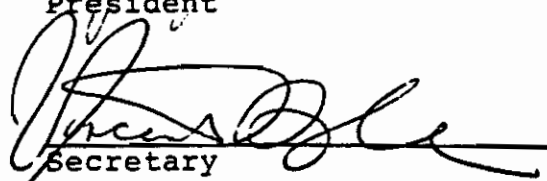
  
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Secretary/Treasurer, Local 97

5.10.89  
\_\_\_\_\_  
Date

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, Vice President

BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

5.18.89  
\_\_\_\_\_  
Date

SALARY GUIDE

<u>STEPS</u>	<u>LABORERS, LANDSCAPERS &amp; CUSTODIAL (1)</u>			<u>MAINTENANCE MECHANICS (2)</u>		
	<u>4/1/89</u>	<u>4/1/90</u>	<u>4/1/91</u>	<u>4/1/89</u>	<u>4/1/90</u>	<u>4/1/91</u>
1	26,065	28,065	30,065	27,764	29,764	31,764
2	26,411	28,411	30,411	28,113	30,113	32,113
3	26,759	28,759	30,759	28,458	30,458	32,458
4	27,107	29,107	31,107	28,808	30,808	32,808
5	27,456	29,456	31,456	29,156	31,156	33,156
6	27,805	29,805	31,805	29,504	31,504	33,504

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LONGEVITY SALARY GUIDE

For complete years of service as of the beginning of the new salary period: i.e., 4/1/89, 4/1/90, and 4/1/91.

10 through 14 years of service	\$200
15 through 19 years of service	\$225
20 through 24 years of service	\$275
25 and up	\$300

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- (1) Custodians regularly assigned to and working the 11:00 p.m. to 7:00 a.m. custodial routine shall receive \$100 per annum over their salary position on guide, or as indicated for the position.
- (2) Area Coordinators (foreman type positions) receive 10% salary differential over their place on the mechanics guide; Assistant Area Coordinators receive 8% over their guide placement.

EFFECTIVE APRIL 1 , 1989