

INDEXARTICLEPAGE NUMBER

1	Labor Agreement	1
2	Recognition	2
3	Supervisors	3
4	Dues Check Off	4
5	Agency Shop	5
6	Seniority	6
7	Probationary Period	7
8	Inspection Privileges	8
9	Union Bulletin Board	9
10	Non-Discrimination	10
11	Job Stewards	11
12	Hours of Work	12
13	Roster of Shifts and Jobs	13
14	Hours of Work - Lunch, Breaks, Etc.	15
15	Premium Pay	16
16	Grievance Procedure	17
17	Vacations	19
18	Safety	20
19	Notification To The Union	21
20	Working At Different Rates	22
21	Shift Differential	23
22	Promotions and Demotions	24
23	Layoffs and Recall	25
24	Management Rights	26
25	Payday	27
26	Holidays	28
27	Personal Leave of Absence	29
28	Sick Leave	30
29	Insurance Coverage	31
30	Pension	32
31	Uniforms	33
32	Military Leave	34
33	Jury Duty	35
34	Reimbursements	36
35	Funeral Leave	37
36	Separation of Employment	38
37	Sanitary Conditions	39
38	Compensation Claims	40
39	Separability and Savings clause	41
40	Lie Detector Test	42
41	No Strike	43
42	Discharge or Suspension	44
43	Job Classification Sheets	45
44	Rates of Pay	46
45	Termination Clause	47

Appendix A - Dental Coverage

Appendix B - Salary Guide

Appendix C - Job Description

LABOR AGREEMENT

AGREEMENT is entered into this 1st day of July, 1988 between LOCAL UNION NO. 866, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION" AND THE BOROUGH OF MADISON BOARD OF EDUCATION, hereinafter referred to as the "EMPLOYER".

The effective date of this Agreement is July 1, 1988.

The EMPLOYER and the UNION agree as follows:

RECOGNITION

The EMPLOYER recognizes LOCAL UNION NO 866, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all persons employed in classification covered by this AGREEMENT in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

The provisions of this Agreement shall apply to all accretions to the bargaining unit including but not limited to new job classifications or groups of employees not presently provided for.

EXCLUDED are all professional, office clerical, supervisory, watchmen, guards, occasional part-time workers such as summer paint, grounds and maintenance crews, and other employees excluded by law.

SUPERVISORS

SECTION 1. It is recognized that Supervisors are generally required to perform work of like, kind, and quality as those men they supervise. However, under no circumstances will such work include the following:

- A. Emergency Call-Outs: Unless all practicable means of meeting an emergency situation have been exhausted, supervision shall not perform emergency call-out work.
- B. Snow Removal: Supervision shall not operate vehicles or otherwise perform bargaining unit work during snow removal emergencies.
- C. Supervision shall not perform work during normal working hours or out of hours on projects of a special nature in lieu of granting overtime to bargaining unit employees to perform such work.
- D. Supervision shall not assume the duties of a bargaining unit employee while such employee is awaiting recall during a layoff period.

SECTION 2. Emergency conditions may require the performance by supervision employees of any type work required by occasion if all practicable means of meeting the situation have been exhausted.

Such work performance is not intended to deny overtime work to the Employees covered by this agreement except where qualified or regular employees in the bargaining unit do not make themselves available for work or cannot perform the work.

This provision is not intended to be used to deprive bargaining unit employees of earnings.

DUES CHECK OFF

The employer agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 866 within ten (10) days after the dues are deducted.

After an employee has been employed for 90 days, the Employer agrees to deduct the initiation fee and to transmit the same as above set forth.

The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

The Union will furnish the Employer with a written statement of the dues and initiation fees to be deducted.

AGENCY SHOP

Pursuant to the provisions of the "New Jersey Employer-Employee Relations Act" as amended, all employees in this negotiating unit who are not now or who subsequently elect not to be members of the Union or who hereafter may be employed and who, after Thirty days of employment, choose not to become members of the Union shall have deducted from their pay on a monthly basis a representation fee of 85% of the regular dues in lieu of dues.

Such deductions shall be made on the same basis and for the same period as is made for members and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payments is made to the Union for member deductions.

SENIORITY

Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.

An employee shall lose seniority rights only for any one of the following reasons:

- A. Voluntary Resignation
- B. Discharge for Just Cause
- C. Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.
- D. Continuous layoff beyond recall period for re-employment outlined elsewhere in this Agreement.

PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of 90 calendar days. During this probationary period the Employer reserves the right to terminate a probationary employee for any reason. Such termination shall not be the subject of the Grievance and Arbitration provisions of this Agreement, and management's decisions shall be final.



INSPECTION PRIVILEGES

Providing prior notice is given to the Employer and is mutually agreed upon with Employer, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with the respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin, or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

JOB STEWARDS

The employer recognizes the right of the union to designate one job steward and one alternate.

The authority of the job steward and alternate so designated by the union shall be limited to, and shall not exceed, the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. the collection of dues when authorized by appropriate local union action.
3. the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - a. have been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the employer's business

The employer recognizes these limitations upon the authority of the job steward and alternate, and shall not hold the union liable for any unauthorized acts. The employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

HOURS OF WORK

The Employer agrees to schedule each employee according to his assignment as shown on the attached work schedule, Monday through Friday, inclusive. There shall be no split shifts.

It is also agreed that, except in emergency situations, the employer may amend the attached work schedule and must provide the Union with two (2) weeks written notice of such changes. Any changes to this schedule shall result in a shift or work schedule that fully complies with all other elements of the contract.

It is also agreed that in emergency situations, notice shall be given as soon as reasonably possible.

ARTICLE 13  
ROSTER OF SHIFTS AND JOBS

<u>SHIFT NUMBER</u>	<u>MAINTENANCE</u>	<u>SUMMER</u>	<u>WINTER, FALL, SPRING</u>
1		7:00a.m. - 3:30p.m.	7:00a.m. - 4:00p.m.
2		" " "	" " "
		(1/2 hour lunch)	(One hour lunch)

GROUNDS

3	MECH.	7:00a.m. - 3:30p.m.	7:00a.m. - 4:00p.m.
4		" " "	" " "
5		" " "	" " "
6		" " "	" " "
		(1/2 hour lunch)	(One hour lunch)

CUSTODIANS

High School

7		7:00a.m. - 3:30p.m.	10:30a.m. - 7:00p.m.
8		" " "	3:00p.m. - 11:00p.m.
9		" " "	" " "
10		" " "	" " "
11		" " "	" " "
12		" " "	6:30a.m. - 3:00p.m.
		(1/2 hour lunch)	(1/2 hour lunch)

Junior School

13		7:00a.m. - 3:30p.m.	3:00p.m. - 11:00p.m.
14		" " "	10:30a.m. - 7:00p.m.
		(1/2 hour lunch)	(1/2 hour lunch)
15		Part-time (4 hours per day)	

Central Avenue School

16		7:00a.m. - 3:30p.m.	1:30p.m. - 9:30p.m.
17		" " "	" " "
		(1/2 hour lunch)	(1/2 hour lunch)

Kings Road School

18		7:00a.m. - 3:30p.m.	3:00p.m. - 11:00p.m.
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Torey J. Sabatini School

19		7:00a.m. - 3:30p.m.	3:00p.m. - 11:00p.m.
		(1/2 hour lunch)	(1/2 hour lunch)

Green Village Road School

Utility, B.O.E.

20	7:00a.m. - 3:30p.m. (1/2 hour lunch)	7:00a.m. - 4:00p.m. (1 hour lunch)
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Bus Driver/Maintenance B.O.E.

21	7:00a.m. - 3:30p.m. (1/2 hour lunch)	7:00a.m. - 4:00p.m. (1 hour lunch)
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ARTICLE 13 IS INCLUDED TO IDENTIFY AND SPECIFY THE LOCATIONS AND HOURS OF WORK. THIS IS RELATED TO JOB DESCRIPTIONS SHOWN IN APPENDIX C AND WILL MINIMIZE MISUNDERSTANDINGS ABOUT RESPONSIBILITIES AND JOB REQUIREMENTS

HOURS OF WORK LUNCH, BREAKS, ETC.

The Employer agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work past 10 consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

The Employer agrees to compensate employees with a meal allowance of four dollars (\$4.00) for each overtime lunch period.

The Employer shall allow a paid fifteen (15) minute break once during each four (4) hour work period.

The Employer agrees to guarantee each employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday through Friday.

The Employer agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is required to remain at work beyond quitting time.

The Employer agrees to guarantee an employee a minimum of four (4) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or a Holiday.

The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.



PREMIUM PAY

The Employer agrees to pay premium wages in accordance with the following rules:

One and one-half (1-1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
2. All hours spent in the service of the Employer prior to the scheduled starting time.
3. All hours spent in the service of the Employer on any Saturday.
4. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the employer on any Sunday.
5. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Holiday in addition to eight (8) hours straight time Holiday pay.

Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work and within each school location, provided the employee is qualified to perform the overtime assignment. A premium pay list shall be kept showing premium pay worked and premium pay refused.

Employees who cannot be contacted to perform overtime assignments shall have those premium pay hours counted as worked or refused.

In order to be paid overtime, the employee must, in fact, have worked forty (40) hours in any work week or eight hours in any work day, except that sick leave and other paid leave shall count as work time for the purpose of qualifying for overtime.

GRIEVANCE PROCEDURE

Definitions: - The term "grievance" is a claim by an employee or Local 866 based upon the interpretation, application, or violation of this agreement or relating to policies or administrative decisions affecting an employee or a group of employees. The following matters are expressly excluded from the definition of a grievance:

- challenges to evaluation of work performance

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

The term aggrieved person or grievant is the person or persons or Local 866, making the complaint.

Step 1: The aggrieved employee or employees must present the grievance in writing to the First Line Supervisor through the Shop Steward within five (5) working days after knowledge of the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within three (3) working days, the grievance may be appealed to Step 2.

Step 2: The Union Business Representative shall then take the matter up, within ten (10) working days with the School Business Administrator or someone with authority to act upon such a grievance. A decision must be made within five (5) working days.

Step 3: If no satisfactory settlement can be agreed upon, the Union Business Representative shall then take the matter up within ten (10) working days with the Superintendent of Schools. A decision must be made within five (5) working days.

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

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

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

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

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

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

VACATIONS

Vacation entitlement shall be based on the employee's anniversary date of employment.

Vacation pay shall be based on an employee's forty (40) hours straight time pay.

Permanent part-time employees shall be entitled to prorated paid vacation based on their average weekly scheduled hours of work.

<u>TOTAL EMPLOYMENT SENIORITY</u>	<u>VACATION ENTITLEMENT</u>
ONE (1) YEARS SERVICE	TEN (10) DAYS
FIVE (5) YEARS SERVICE	FIFTEEN (15) DAYS
TEN (10) YEARS SERVICE	TWENTY (20) DAYS

Vacation schedules shall be posted by May of each year.

Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be canceled and rescheduled at the employee's request as administratively feasible. The Employer may request proof substantiating death or disability.

SAFETY

The Employer shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine and advise how the work can be performed safely or will stop the work.

The parties agree to establish a safety committee to consist of two union and two management members. The purpose of the safety committee shall be to recommend safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

NOTIFICATION TO THE UNION

The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions, and discharges.

The Employer will notify the Union in writing prior to a layoff.

The Employer will provide the Union with an updated list of covered employees showing name, address, classification, Social Security Number, and rate of pay.

The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

The Employer will notify the Union within one (1) week of any new hires.

WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher rate of pay for four or more hours shall be paid the higher rate only for hours actually worked that day in the higher classification. An employee who works less than four hours in a higher classification shall receive his regular rate. If overtime is accrued in the higher classification and the employee qualifies for the higher rate in accordance with this Article, overtime shall be calculated at the higher rate.

SHIFT DIFFERENTIAL

The Employer agrees to pay, in addition to the base hourly rate of pay for the job classification, a work schedule differential of \$400.00 per year. This differential shall apply to all regular shifts beginning at or after 12:00 noon of the normal work day and shall be figured into the hourly rate for those regularly assigned to these shifts.



PROMOTIONS AND DEMOTIONS

The employer shall post all vacancies within the bargaining unit. The employer shall post a vacancy notice naming the job classification, the location of the assignment and the job requirements. The notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for 11 working days. The employer may also seek candidates from outside the district. First consideration shall be given to the most senior qualified employee who bids the job. However, the employer's choice of employee is final and binding and rests in its sole discretion.

In case there is a successful bidder from within, the 90-day probationary period set forth in this contract shall apply with regard to the new position. Any such employee shall be compensated at the rate of pay of the new classification.

The union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, such employee shall be returned to the classification formally held and shall assume seniority and pay as though the old classification had been continued. In the event a surplus of employees exists in a particular classification, the employee with the least amount of seniority shall be demoted to the next lower classification.

LAYOFFS AND RECALL

The Employer may reduce the working force as set forth under N. J. law. In such event, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification.
2. Notice of such layoffs will be given at least 60 days before the scheduled layoff.
3. A laid off employee shall have preference for re-employment for a period of 24 months.
4. The Employer shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Employer hire from the open market while any employee has an unexpired term of preference for re-employment who is ready, willing, and able to be re-employed.
5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.
6. The employee shall have fourteen (14) days to notify the Board of the employee's intention and a refusal or failure to respond will terminate the employee's right to recall.
7. If an employee is recalled after a twenty-four (24) month period, no previous seniority will apply.

MANAGEMENT RIGHTS

The Madison Board of Education as employer, hereby retains and reserves unto itself, subject only to the limitations specifically imposed by this Agreement, the power and authority:

1. to exercise executive management and administrative control over the school district, its property and facilities, and to direct its work force;
2. to hire, promote, transfer and assign all employees and to suspend, demote, discharge or take other disciplinary action against employees.
3. to relieve employees from duty for lack of work or other legitimate reasons.
4. to determine the methods and means and personnel by which the school district's operations are to be conducted.
5. to establish reasonable work rules and;
6. to take whatever actions may be necessary to carry out the needs of district in situations of emergency.

PAYDAY

Employee will be paid all earnings by check 24 times per year.

Employee will be paid during working hours.

When payday falls on a Holiday, then the preceding day will be payday.

HOLIDAYS

The Employer agrees to pay such employee eight (8) hours pay without working for each of the following holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas day
- New Years Day
- President's Day
- Good Friday
- Friday NJEA Convention
- Monday Spring recess
- Memorial Day
- Day after Christmas

Any Holiday which falls on Saturday shall be celebrated the preceding Friday.

Any Holiday which falls on Sunday shall be celebrated the following Monday.

PERSONAL LEAVE OF ABSENCE

At the discretion of the Superintendent of Schools, a leave of absence at full salary in any year may be granted for religious, legal, business, household or family matters of such a nature as cannot be cared for during out-of-school hours.

SICK LEAVE

Employees shall be entitled to 13 sick leave days at the beginning of each work year without loss of pay.

Unused sick leave days shall be accumulated from year-to-year as follows:

Members of the District Custodian, Maintenance and Grounds staff who resign from the District after 15 years service at the time of termination or who retire from the District under the New Jersey Public Employee Retirement System will be compensated for one third of their unused sick leave entitlement accumulated under the provisions of their employment with the District. The compensation rate per diem is to be one-two hundred and fortieth (1/240) of the employee's base contract salary at the time of eligible resignation or retirement.

Employees who are sick for three consecutive days are required to provide a certificate from a physician explaining the nature of illness.

INSURANCE COVERAGE

The Board of Education will make available full major medical coverage for all employees and dependents and agrees to pay one hundred percent (100%) of the premium cost.

The Board will make available Blue Cross, Blue Shield, and Rider J (or equivalent coverage) for all employees and their dependents. It agrees to pay one hundred percent (100%) of the premium costs for employee and dependent coverage, subject to nonduplication and coordination of benefit clauses. The Board reserves the right to select insurance carriers.

The Board of Education will make available for all employees and dependents the New Jersey Dental Service Plan, Inc., and agrees to pay program costs as outlined in appendix "A", p.46 thereof.



PENSION

The pension program will be maintained in accordance with the State of New Jersey Public Employees Retirement System.

UNIFORMS

The Employer shall provide and maintain at no cost to the employee the following uniforms:

SUMMER

WINTER

5 pairs pants

5 pairs pants

5 shirts

5 shirts

1 jacket

1 jacket

1 hat

1 hat

The Employer shall also provide each employee with the following gear in addition of any other protective clothing or equipment necessary to perform his duties.

1 safety glasses

2 pair safety shoes

1 pair gloves

1 pair boots

1 safety hat

1 rain suit

1 flashlight

The Employer shall replace uniforms, protective clothing and other issued equipment on a fair, wear, and tear basis. Upon issuance of replacement items, employees will return item to be replaced to the Board.

MILITARY LEAVE

Both parties recognize that there are statutes dealing with military service that may affect unit members and both parties agree to comply with the legal requirements in all cases.

JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Employer.

An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.

The Employer agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.

Any monies received by the employee for Jury Duty service shall be, in turn, refunded to the Board of Education.

REIMBURSEMENTS

The Board shall pay the tuition and/or the costs for all enrollment in Black Seal License course and cost of license provided the course is successfully completed and the license is issued.

Full-time custodial, maintenance and grounds personnel shall be reimbursed up to \$75.00 per course for a maximum of two courses per contract year for courses pertaining to their immediate areas of assignment provided these courses have first been approved by the School Business Administrator on an individual basis and provided proof of successful completion of courses has been submitted to the Superintendent of Schools.

All employees covered by this Agreement, except part-time personnel, will either have or will acquire a black seal boiler license within (12) months of the date of hire.

Failure to secure a black seal license under the above terms will constitute just cause for termination. (Employees in good standing at the time of this Agreement will not be subject to this termination except that these employees may be required to accept a transfer to a shift which is covered by other employees with a black seal license).

FUNERAL LEAVE

The Employer agrees to grant an employee a funeral leave, with full pay, when a death occurs in the employee's immediate family.

The Employee's immediate family is considered to include: Spouse, Children, Brother, Sisters, Parents, Parents-In-Law, brother-in-law, sister-in-law, Grandchildren, Grandparents of employee or spouse.

This provision also applies for any other relative who resides with the employee.

Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

The Employer may request submission of proof.

SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall immediately pay all monies including pro-rata vacation pay due to the employee.

Upon resignation, the employer shall pay all monies to the employee including pro-rata vacation pay on the day day in the week following such resignation.

SANITARY CONDITIONS

The Employer agrees to maintain a clean sanitary washroom having hot and cold running water, toilet facilities, showers and individual lockers.



COMPENSATION CLAIMS

- A. The Board agrees to cooperate toward and promote settlement of employee-on-the-job injury claims when such claims are due and owing as required by law. The Board shall provide Workmen's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.
- B. In the event that an employee is injured on the job the employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workmen's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay.
- C. During the period of time an employee receives Worker's Compensation temporary disability benefits, the Board will pay the difference between the amount of weekly disability benefits received by the employee and the employee's regular weekly base pay entitlement.
- D. Hours lost from work due to job related injuries will be compensated at full pay, provided these injuries are verified as legitimate worker's Compensation claims which usually necessitates processing required claim forms in a timely manner.
- E. All monies received from Worker's Compensation will be returned by the employee to the Board.

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

LIE DETECTOR TEST

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

NO STRIKE

Whereas New Jersey law prohibits strikes by public employees, employees covered by this Agreement shall not enter into a strike or work stoppage or slow down against the board of Education nor shall they honor picket lines erected by any other employees engaged in any strike or picketing. The Employer agrees that it will not lock out its employees during the term of this Agreement.

DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward and a copy mailed to the LOCAL UNION office within one (1) working day from the time of the discharge or suspension.

Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with step 2 of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that an injustice has been done, a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. Nothing contained herein shall be construed to restrict an arbitrator from assessing a penalty less than that originally imposed by the Board; whether dismissal or a term of suspension.

Poor performance evaluations or disciplinary notes shall be removed from the employee's personnel records or shall not otherwise be considered in any disciplinary procedure after one year from the date of these evaluations or letters if no subsequent poor evaluations or letters are received during that one-year period. In order for all prior such evaluations to be removed from a personnel file, there must be one calendar year without any subsequent poor evaluations, etc.

JOB CLASSIFICATION SHEETS

The Employer will prepare and make available to the Union Job Descriptions describing the principal functions of each job classifications covered by this Agreement and any new classifications coming under this Agreement.

At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job description sheet for discussion and for the purpose of negotiating a rate of pay.

RATES OF PAY

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of Job Classifications and Rates of Pay in Appendix B, which is attached hereto and made part of this Agreement.

TERMINATION CLAUSE

This Agreement shall be in full force and effect from July 1, 1988 to and including June 30, 1991 and shall continue from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

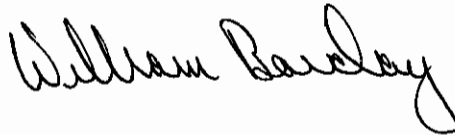
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ,to be effective as of July 1, 1988.

FOR THE EMPLOYER:

FOR THE EMPLOYEES:

MADISON BOARD OF EDUCATION

TEAMSTERS LOCAL 866



PRESIDENT

PRESIDENT



SECRETARY

SHOP STEWARD



APPENDIX A  
NEW JERSEY DENTAL PLAN COVERAGE

	CO-PAYMENT PERCENT PLAN	EMPLOYEE
Preventative*	100	0
Diagnostic*	100	0
Basic*	70	30
Crowns, restorations, inlays*	70	30
Prosthodontic*	50	50
Orthodontic#	50	50

\*\$1,000.00 maximum amount payable by Plan per eligible patient per year

#\$ 800.00 maximum per case payable by Plan (separate from the \$1,000.00 mentioned above)

Board cost per eligible employee \$377.40

APPENDIX B  
SALARY GUIDES

RANGE II  
CUSTODIAL/GROUNDS

<u>STEP</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
1	\$15,225	\$16,139	\$17,188
2	15,734	16,679	17,763
3	16,243	17,219	18,338
4	16,752	17,759	18,913
5	17,261	18,299	19,488
6	17,770	18,839	20,063
7	18,279	19,379	20,638
8	18,788	19,919	21,213
9	19,297	20,459	21,788
10	19,808	20,996	22,361

RANGE III  
MAINTENANCE/UTILITY/BUS DRIVER

<u>STEP</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
1	\$15,750	16,695	\$17,780
2	16,413	17,397	18,528
3	17,076	18,099	19,276
4	17,739	18,801	20,024
5	18,402	19,503	20,772
6	19,065	20,205	21,520
7	19,728	20,907	22,268
8	20,391	21,609	23,016
9	21,054	22,311	23,764
10	21,714	23,017	24,513

NOTES:

- Boiler license stipend is built into this guide
- \$400 additional to this guide paid for night shift
- This Contract includes the following salaries for those individuals whose beginning salary level causes them to be over the guide at some point during the life of the Agreement. The actual over-guide salaries to be paid are as follows:

<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
\$23,005	\$24,730	\$26,585
		24,743
26,768	28,776	30,934
25,123	28,082	30,188
	21,694	23,291

- Employee positions on the salary guide will be governed by their longevity in the school district except those positioned at a higher step of the guide at time of employment

APPENDIX B (CONTINUED)

Step assignment and yearly advancement is according to the following:  
Employees hired between July 1st and January 31st of a given year will remain on that step and guide (unless promoted) until the next June 30th and will advance to the next step as of July 1st. Employees hired between February 1st and June 30th of a given year will not advance to the next step of the guide on July 1st of the year hired but will remain on the hired step and guide until June 30th of the following year.

MADISON PUBLIC SCHOOLS  
Madison, New Jersey

CLASSIFICATION:

JOB DESCRIPTION

MECHANIC/GROUNDSKEEPER

DEFINITION:

Under the direction of the Manager of Buildings and Grounds and The Supervisor of Maintenance and Grounds. Maintains the grounds and equipment at a level to support the objectives of the educational program.

QUALIFICATIONS:

Demonstrated mechanical experience and ability  
Experience in grounds work  
certification of good health  
A valid New Jersey Driver's license  
Ability to read operating instructions  
Black Seal Low Pressure boiler operator license

DUTIES AND RESPONSIBILITIES:

Maintains all grounds mechanical equipment in good operating condition

Performs such yard keeping chores as grass cutting, tree trimming as necessary to maintain the school grounds in a safe and attractive condition

Shovels, plows and/or sands walks, driveways, parking areas and steps as appropriate

Keeps grounds free from rubbish  
Waters fields, sprays and prunes trees, and fertilizes fields  
Maintains all playing fields and prepares them for athletic contests  
Sweeps driveways and walkways  
Assists in general remodeling and renovation work

Moves furniture or equipment within the district as required for various activities

Handles all vehicles and equipment used in the performance of his duties with skill and caution

Reports serious infractions of school regulations by students or visitors to the principal of the building

Any other duties as may be assigned

SALARY:

Range Number Three of the Salary Guide  
Shift Number 3 - Article 13 of the Labor Agreement

MADISON PUBLIC SCHOOLS  
Madison, New Jersey

JOB DESCRIPTION

CLASSIFICATION:

GROUNDSKEEPER

DEFINITION:

Under the direction of the Manager of Buildings and Grounds and the Supervisor of Maintenance and Grounds. Maintains the grounds at a level to support the objectives of the educational program.

QUALIFICATIONS:

A certificate of good health  
Experience in gardening and grounds maintenance work  
A valid New Jersey Driver's license  
Black Seal low pressure boiler operator license

DUTIES AND RESPONSIBILITIES:

Performs such yard keeping chores as grass cutting, tree trimming as necessary to maintain the school grounds in a safe and attractive condition

Shovels, plows and/or sands walks, driveways, parking areas and steps as appropriate

Keeps grounds free from rubbish  
Waters fields, sprays and prunes trees, and fertilizes fields  
Maintains all playing fields and prepares them for athletic contests  
Sweeps driveways and  
Assists in general remodeling and renovation work

Moves furniture or equipment within the district as required for various activities

Handles all vehicles and equipment used in the performance of his duties with skill and caution

Reports serious infractions of school regulations by students or visitors to the principal of the building

Any other duties as may be assigned  
Ability to read operating  
Is available to assist building custodians when necessary

SALARY

Range Number Two of Salary Guide

Shift Numbers 4,5,6 - Article 13 of Labor Agreement

MADISON PUBLIC SCHOOLS  
Madison, New Jersey  
JOB DESCRIPTION

CLASSIFICATION:

CUSTODIAN

DEFINITION:

Under the direction of the Head Custodian - assists in providing students with a safe, comfortable and clean buildings and grounds at a level to support the objectives of the educational program.

QUALIFICATIONS:

Certification of good health signed by a licensed physician  
Ability to read and write basic operating instructions  
Black Seal Low Pressure Boiler License or willingness to obtain as per Union Contract

DUTIES AND RESPONSIBILITIES:

Keeps building and premises, including sidewalks, driveways, and play areas neat and clean at all times

Assists in snow removal

Checks daily to insure that all exit doors are open and all panic bolts are working properly during the hours of building occupancy

Raises and lowers the Unites States flag on each school day  
Sweeps classrooms daily and dusts furniture

Cleans corridors after school each day, and during the day when their condition requires it

Daily cleans and disinfects toilet floors, all sanitary fixtures and drinking fountains

Washes all windows on the inside at least twice a year, or more frequently if needed and on the outside as directed by the principal

Keeps the grounds free from rubbish

Keeps all floors in a clean and attractive condition and in a good state of preservation

Cleans all chalkboards daily

Reports major repairs needed promptly to the principal

reports immediately to the head custodian any unusual occurrence or damage to school property

Remains on the school premises as required by the Principal

Maintains a friendly and helpful relationship with the students of his building  
Reports serious infractions of school regulations by students or visitors to the Principal of the building

Maintains a cooperative, helpful, and friendly relationship with the other members of the school staff

Performs major cleaning and minor repair functions during summer and periods when school is not in session

Major cleaning includes scrubbing desks, stripping, waxing, buffing floors

Minor repairs include desk maintenance, installation of glides, pencil sharpeners, etc.

SALARY

Range Number Two of Salary Guide

Shift Number 7 through 19 - Article 13 of Labor Agreement

MADISON PUBLIC SCHOOLS  
Madison, New Jersey

JOB DESCRIPTION

CLASSIFICATION:

UTILITY PERSON

DEFINITION:

Under the direction of the School Business Administrator and Manager of Buildings and Grounds. Transports mail, materials and children outside as well as within the District.

QUALIFICATIONS:

A certificate of good health signed by a licensed physician  
Valid regular and school bus driver's license  
Ability to read and write basic operating instructions  
Black Seal low pressure boiler operator license

DUTIES AND RESPONSIBILITIES:

Acts as school district courier

Receives, sorts and delivers all central office incoming U.S. mail, and interoffice mail

Receives and delivers interoffice written communications

Delivers curriculum materials within the district

Secures from the County Film Library 16mm films and delivers to all schools

Transports pupils as assigned

Assists Head Custodian with cleaning of buildings as assigned

Assists in snow removal

Completes periodic special cleaning projects of buildings and vehicles as assigned

Any other duties as may be assigned

SALARY

Range Number Three of Salary Guide

Shift Number 20 - Article 13 of Labor Agreement



MADISON PUBLIC SCHOOLS  
Madison, New Jersey  
JOB DESCRIPTION

CLASSIFICATION:

BUS DRIVER/MAINTENANCE PERSON

DEFINITIONS:

Under the direction of the School Business Administrator and the Manager of Buildings and Grounds. Also performs maintenance duties as needed in the district.

QUALIFICATIONS:

certification of good health by a physician  
Valid license to drive a school bus  
Good driving record  
Good moral character without criminal arrests  
Black Seal Low Pressure Boiler Operator License

DUTIES AND RESPONSIBILITIES:

Insures that all vehicles used for transportation are in good working order and that activities pertaining to transportation are in keeping with State law, rules and regulations of the State Board of Education and policies of the Board of Education

Coordinates the scheduled and non-scheduled repairs of buses with the repair garage and the secretary to the School Business Administrator

Obeys traffic laws

Observes all mandatory safety regulations for school buses

Maintains discipline when students are on bus

Reports undisciplined students to the principal

Keeps assigned bus clean

Keeps to assigned schedule

Checks bus daily for mechanical defects

Discharges students only at authorized stops

Exercises responsible leadership when on out-of-district school trips

Transports only authorized students

Reports all accidents and completes required reports

Enforces regulations against smoking and eating on the bus

Any other duties as may be assigned

Performs those duties as assigned by the Manager of Buildings and Grounds in the area of building maintenance

SALARY

Range Number Three of Salary Guide

Shift Number 21 - Article 13 of Labor Agreement