

**AGREEMENT BETWEEN
THE LONG HILL TOWNSHIP BOARD OF EDUCATION
AND
TEAMSTERS LOCAL NO. 102
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
JULY 1, 2005 TO JUNE 30, 2008**

Adopted by Board Resolution 2/13/06

(It is the intent of this preamble to do little more than identify the parties concerned in this Agreement.)

PREAMBLE

This Agreement entered into this first day of July 2005 by and between the Board of Education of Long Hill Township (hereinafter referred to as the Board, see 1) and Union Local 102, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the bargaining unit) of the Long Hill Township School District pertains to terms and conditions of employment, pursuant to the New Jersey Employer-Employee Relations Act, Chapter 303 New Jersey Public Laws of 1968.

- 1) Long Hill Township Board of Education, Long Hill, NJ

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1. RECOGNITION

1.1 UNION REPRESENTATION

The Board recognizes and acknowledges the Union as the exclusive representative of the non-supervisory, full-time, plant maintenance and operations service occupations personnel (custodians, head custodians, and maintenance personnel) of the Long Hill Township School District, for the purpose of collective bargaining in respect to terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act of 1968.

1.2 EMPLOYEE DEFINED

Unless otherwise indicated, the term “employee” when used hereinafter in the Agreement, shall refer to the above employees represented by the Union in the negotiating unit and references to male employees shall include female employees.

1.3 UNION LIST

It shall be the right of the Board to receive annually a certified list of employees who have designated and authorized the Union as their representative for the purpose of collective negotiations.

1.4 NO IMPAIRMENT OF RIGHTS

This recognition shall not impair the rights of any employee or group of employees provided in the Statutes or Constitution of the State of New Jersey.

2. GRIEVANCE PROCEDURES

2.1 PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may arise affecting the terms and conditions of employment of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate and lawful at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member(s) of the administration, prior to filing a formal grievance, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

2.2 DEFINITION

A grievance shall mean a complaint by an employee in the bargaining unit that (1) there has been as to him violation, misinterpretation or inequitable application of any of the provisions of the Agreement or that (2) he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term “grievance” shall not apply to any matter as to which (1) a method of review as prescribed by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (2) the Board of Education is without authority to act or (3) a complaint of an employee which arises by reason of his failure to attain regular employee status within a ninety day probationary period or (4) failure or refusal of the Board to renew a contract of an employee in bargaining unit providing that the employee’s two most recent job reviews have indicated unsatisfactory job performance, or (5) the transfer of an employee in the bargaining unit from one school to another or one job or position to another, or (6) the decision of the Board in regard to the fulfillment of job or position vacancies.

2.3 PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement, or if they conflict with statutes directly affecting the ability of either party to act.

2.3.1 Grievances

A grievance to be considered under this procedure must be initiated in writing within 30 days from the time the grievant knew of its occurrence.

2.3.2 Level One

2a. An employee with a grievance shall first discuss it with his immediate supervisor, either directly or through the Union's designated representative, with the objective of resolving the matter informally.

2b. If an agreeable solution is not forthcoming within five (5) work days, the aggrieved employee must submit the written grievance to the superior with a copy to the Union. The superior shall offer a written response within five (5) work days.

2.3.3 Level Two

If the aggrieved party is not satisfied with the disposition of the grievance at Level One, he may, within five (5) work days of receipt of the response, or in the absence of a response, within ten (10) work days from date of submission of written grievance to his immediate superior, whichever is sooner, submit the written grievance to the Superintendent of Schools with a copy of the response from the immediate superior, and a statement of his specific reasons for dissatisfaction with the disposition of the grievance at Level One. The Superintendent shall meet with the aggrieved party and shall, within ten (10) work days, render a decision in writing.

2.3.4 Level Three

If the aggrieved party is not satisfied 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, he may, within five (5) work days after a decision by the Superintendent or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, submit the written grievance to the Secretary of the Board of Education. The grievance shall be submitted to the Board with copies of all prior correspondence relating thereto, and a statement of the aggrieved party's specific reason for dissatisfaction with the disposition of the grievance at Level Two. Within ten (10) school days after such written notice of submission to the Board of Education, the Board and the grievant shall attempt to resolve the grievance. The Board shall render its decision of the grievance no later than twenty (20) work days after receipt of the grievance on Level Three. The decision of the Board in matters not involving the Terms and Conditions of employment reduced to writing in this agreement shall be final.

2.3.5 Level Four

a. However, any grievance concerning the interpretation of the terms and conditions of employment reduced to writing in this contract may, upon request of either the Board or the Union, be

submitted to advisory arbitration, provided the party desiring arbitration advises the other party in writing of such desire, within fifteen (15) calendar days after the Board of Education has rendered its decision. The Board and the Union shall immediately attempt to agree upon an arbitrator. If the Board and the Union are unable to agree upon the arbitrator within fifteen (15) calendar days from the date written notice of the desire for arbitration is received, the party desiring arbitration shall within five (5) additional calendar days request PERC to assign an arbitrator in accordance with their rules and regulations. If the party desiring arbitration fails to apply to PERC for the appointment of an arbitrator within five (5) additional calendar day period, it shall be understood that arbitration is no longer required, the matter shall be considered closed, and no further appeal shall be allowed. Costs of the services of an arbitrator shall be shared equally by the Board and the Union.

- b. In the event that arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section 5 of this Article.

2.3.6 Board Involvement

Grievances not involving the interpretation of terms and conditions of employment reduced to writing as a part of this contract shall terminate at the Board level. In any event, grievances involving administrative decisions and the Board policies which by law are conferred upon or reserved to the Board, shall end at the Board level.

2.4 RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative of the Union.
2. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure, provided that by its presence the Union does not impair the rights of the employee as provided in the statues or Constitution of the State of New Jersey.

2.5 MISCELLANEOUS

1. If in the judgment of the majority of the members of the Union, a grievance affects a group of employees in more than one building, the Union may submit such grievance in writing to the Superintendent directly and the process of such a grievance shall be commenced at Level Two.
2. Upon written request by the Union relating to a specific grievance, copies of decisions rendered at any level of the procedure will be provided to the Union.
3. The Union shall be notified by the Secretary of the Board of Education of any formal grievance filed by a member of the bargaining unit when an employee is not represented by the Union.
4. All grievance claim forms and pertinent data related thereto shall be filed in a separate grievance file maintained in the Board Office, and shall not be kept in the personnel file of the participants.
5. A form for filing grievances shall be developed jointly by the Superintendent and the Union.
6. All formal grievances shall be filed on the official form.
7. The union shall be responsible for advising all members of the bargaining unit of formal grievances filed by any member of the unit.

3. NEGOTIATIONS PROCEDURE

3.1 COLLECTIVE BARGAINING

The Board and Union agree to enter into collective bargaining negotiations for a successive agreement with Chapter 303, Public Laws 1968 in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations should begin sixty (60) days prior to the expiration of the contract. Any Agreement so negotiated shall apply to all employees covered by this Agreement as listed in Article 1, be so reduced to writing, be signed by the Board and the Union, and be adopted by the Board.

3.2 DATA PRESENTATION

During the formal negotiations, the Board and the Union may present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Union for inspection, current public data of the Long Hill Township School District. The Union shall provide the Board with a written proposal as soon after the first week in October as possible.

3.3 COMPLETION OF NEGOTIATIONS

Both parties shall make a good faith effort to conclude negotiations prior to the expiration of this Agreement.

3.4 MEETING AGENDA AND DATE

During each negotiations session, the Board and the Union shall establish the agenda and date for each succeeding session.

4. TERMS AND CONDITIONS

4.1 HOURS OF WORK

1. A working day shall consist of the period between 12:01 a.m. to 12:00 midnight. A working shift shall consist of eight working hours in a period. The employees will remain on the school premises during lunch and in-house breaks. A standard daily work schedule which begins on one day and is completed the succeeding day shall be regarded as worked on the day on which the standard schedule began.
2. Each shift shall provide a half hour lunch period and two (2) 15 minutes in-house breaks. The scheduling of these periods will be under the control of the building principal.
3. The scheduling of the shifts in a working day will be established by the building principal.

4.2 OVERTIME

The hourly rate for overtime shall be established by dividing the yearly base pay plus longevity (exclusive of stipends for fireman, head custodian or night shift differential) of any employee by 2080 and multiplying by 1.5. Overtime, if authorized by the administration, shall be paid at overtime rate as follows.

- a. All work performed in excess of eight (8) hours in any one work day or in excess of forty (40) hours in any one week shall be compensated at the overtime rate.
- b. Saturday Work - All authorized work on Saturday shall be paid at one and one-half of the standard hourly rate with a minimum of four (4) hours guaranteed.

- c. All authorized work on the contract holidays shall be compensated at two times the standard hourly rate, for all hours worked, in addition to holiday pay. Employees authorized to work on the holiday shall be guaranteed a minimum of four (4) hours work. Overtime Limitation: A tour of duty including overtime shall not exceed a total of twelve (12) work hours. A lunch period of one half hour will be allowed for each four hours of overtime worked.
- d. All authorized work on Sundays shall be paid at two times the standard hourly rate with a minimum of four (4) hours guaranteed.
- e. Night shift overtime for day shift employees shall be performed in the night shift immediately following the employee's day shift, with the following exception; if the work is requested on a Friday and the employee has already been scheduled to provide custodial coverage on Saturday, then the work should be performed during the scheduled time on Saturday.
- f. Employees called back to work after completion of their shift upon authorization by the Superintendent, Business Administrator, or Building and Grounds Supervisor shall receive a minimum of two (2) hours pay.
- g. Overtime Volunteer List – Two (2) weeks prior to the end of each quarter, a list shall be posted to allow employees to volunteer for overtime assignments during the next quarter. Employees who sign up shall have the opportunity to accept overtime assignments on a rotating basis, by seniority. Employees refusing overtime opportunities three times shall be removed from the list for the remainder of the quarter. When regular employees on the volunteer list are not sufficient to cover overtime requirements, then probationary or substitute employees may be asked to work overtime, and as a last resort, regular employees shall be forced to fill the assignment according to reverse-seniority rotation. Every effort will be made by the administration to provide reasonable notice of the need to work overtime.
- h. If building coverage is needed that does not specifically require cleaning services, both custodial and maintenance employees on the Overtime Volunteer List shall be afforded the opportunity to accept an overtime assignment.
- i. Probationary employees and substitute employees may not work more than 8 hours in any one week day until all available regular employees have been asked to work. The probationary period shall end 90 days after the date an employee has been hired by the school district.
- j. On contract holidays, Saturdays and Sundays, regular employees shall be offered overtime before sub employees.
- k. If an employee receives a call after hours from the alarm company they will be paid one hour of overtime.

The Board reserves the right to deduct time lost from wages of those employees who shall make a custom or practice of reporting late for their assigned shift or who fail to report when assigned. From time to time overtime hours may be necessary for the continued sound and efficient operation of the buildings and grounds. When properly authorized, overtime shall be mandatory. Every effort will be made by the Board and the Administration to provide reasonable notice of the need to work and to distribute overtime evenly, consistent with the requests of individual custodians and the proper operation of the school district.

4.3 SNOW DAYS

A snow day is defined as a scheduled school day which has been canceled because of snow. On snow days, employees may be notified by the administration to report to work at 8 a.m., regardless

of their normal shift, and the work hours will be from 8:00 a.m. to 4:00 p.m. Employees are required to report to work on snow days. Failure to report to work on a snow day without proper cause shall be grounds for unsatisfactory performance evaluation.

4.4 SCHOOL HEAD CUSTODIAN

Each school location shall have a head custodian. It shall be the duty of the head custodian to check the boiler in his school between noon on Saturday and noon on Sunday on any weekend when failure of the heating system could cause damage to the plant or prevent operation at the school on the following Monday. When a holiday falls on a Monday, it shall be the duty of the Head Custodian to check the boiler in his school between noon on Sunday and noon on Monday; in this instance, the Head Custodian is not required to check the boiler in his school between noon on Saturday and noon on Sunday. The School Head Custodian will also fill out material request forms for supplies for the night custodial staff in his building, and will place supplies in each individual's closet.

4.5 DISTRICT HEAD NIGHT CUSTODIAN

The District Head Night Custodian shall have the following primary responsibilities:

- a. Assign overtime hours to the custodial staff when needed to assure proper operation of the school district.
- b. Be responsible for obtaining building coverage in the event that the usual night custodian is absent for illness or emergency.
- c. Provide for assistance to the custodians to cover extracurricular activities when needed.
- d. Maintain inventory of district paper and custodial chemicals; prepare supply requests for submission to supervisor for purchase, and distribute supplies to night staff personnel if needed.
- e. Assist the Supervisor in scheduling any cleaning and light maintenance projects in the building for custodial staff during the summer and other times when school is closed, and in the absence of the Supervisor, be responsible for implementation of projects according to the schedules.
- f. Set up meeting room facilities for Board Meetings as required, and any other meetings as directed by the administration.
- g. Respond to police calls to district buildings during the night shift, and at any other time the Supervisor is unavailable, contact maintenance staff if emergency repairs are necessary, and inform Business Administrator of important incidents during the Supervisor's absence.

4.6 JOB REVIEW

Employees covered by this Agreement will be evaluated and informed as to their job performance by their supervisor and/or principal a minimum of once a year. The evaluation will be based upon their job description. If work performance is unsatisfactory, the employee will be informed and afforded an opportunity to improve. Three consecutive unsatisfactory performance evaluations of the employee, a minimum of 30 days apart, shall be sufficient for dismissal. Employees in disagreement with an evaluation by the supervisor or school principal may ask the Shop Steward to schedule a meeting to review the evaluation with the Business Administrator, and after this meeting with the Superintendent.

4.7 PAID PERSONAL ABSENCE

4.7.1 Personal Days

All employees shall be eligible for three (3) personal days per year. Requests for personal days must be made at least 48 hours in advance and are subject to the approval of the Board Secretary/Business Administrator. Personal days may be taken without prior notice and without restrictions to holidays in the event of an unforeseen emergency. No personal absence will be granted for two (20 consecutive days before or after a school calendar holiday or vacation period.

4.7.2 Death in Family

An allowance of days shall be granted with full pay starting from the day of death. This applies to the immediate family as well as step-family members; (spouse, child and any other member of the same household). It also includes mother, father, brother, sister, grandparents, father-in-law, mother-in-law,

brother-in-law and sister-in-law, regardless of residence. The total allowance under this provision shall not exceed five (5) working days in any one year.

4.8 INSURANCE

4.8.1 Medical, Surgical, Major Medical

For the period of July 1, 2005 – June 30, 2008 the Board shall provide hospital, surgical, medical and major medical insurance coverage for employees and their families, by enrollment of all eligible employees and their dependents in the “Public and School Employees health Benefits Act: (N.J.S.A. 52:14-17:25, et seq.) Program” a plan equal to or better than in coverage to the existing plan. The Board shall pay the cost of such coverage for each employee and immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered. Custodians and Maintenance personnel will pay \$350 toward medical benefits costs for the second year of the contract. In the third year of the contract, same employees will pay \$350 plus an additional amount equal to 350 x the percent of health benefit premiums increase for the third year. (If premiums go up ten percent, the employee contribution will increase by thirty five dollars to \$385.) The maximum increase is restricted to fifty dollars per year. (\$400 in year three)

4.8.2 Dental

For the period July 1, 2005 – June 30, 2008 the Board shall provide dental insurance coverage (including Orthodontia for dependent children 18 years old or younger) for employees and their families, through enrollment in the Delta Dental Plan of New Jersey, Inc. (Program II-A) or substantially similar plan. Benefits will be started as soon as possible after a thirty day probation period. The benefits under the plan shall be as described below:

SCHEDULE OF DENTAL COVERAGES AND DEDUCTIBLES

Preventive and Diagnostic	80%
Remaining Basic	80%
Crowns, Inlays and Gold Restorations	60%
Prosthodontic Services	60%
Orthodontic Benefits (child only)	50%

\$25.00 Single Deductible – Not applicable to Preventive and Diagnostic

\$75.00 Family Deductible – Not applicable to Preventive and Diagnostic

\$1,000 Calendar Year Maximum – Excluding Orthodontic Benefits

\$1,000 Lifetime Maximum for Orthodontic Benefits

4.8.3 Prescription Drugs

All prescription reimbursements must be accomplished through the Health benefits plan. There is no prescription card coverage.

4.9 LONGEVITY

Employees employed as of July 1, 1999 shall receive longevity pay in accordance with the following schedule:

After 5 years of service to the Long Hill Township School District,
1% of individual base salary.

After 10 years of service to the Long Hill Township School District,
3.0% of individual base salary.

After 15 years of service to Long Hill Township School District,
4.0% of individual base salary.

After 20 years of service to Long Hill Township School District,
5.0% of individual base salary.

Employees whose first date of employment is on or after July 1, 1999, shall receive longevity pay in accordance with the following schedule:

After 10 years of service to the Long Hill Township School District,
3.0% of individual base salary.

After 15 years of service to the Long Hill Township School District,
4.0% of individual base salary.

After 20 years of service to the Long Hill Township School District,
5.0% of individual base salary.

These percentages are non-compounding and are limited to the individual base salary only. All payments under this section are deemed regular pay and shall be paid along with the individual's base salary payments.

4.10 PAID HOLIDAYS

Paid holidays shall be granted as follows:

- | | |
|---------------------|-------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Day after Thanksgiving Day |
| 3. Memorial Day | 8. Christmas Day |
| 4. Independence Day | 9. Day after Christmas Day |
| 5. Labor Day | 10 -14 (5) Non-fixed holidays |

Should a holiday fall on a Saturday or Sunday, an alternate day shall be agreed upon by mutual consent of the Board and the bargaining unit.

There shall be three (3) non-fixed holidays in lieu of Washington's Birthday, Columbus Day, and Veteran's Day. The non-fixed holiday may not be taken until after the specific day in lieu of has passed (e.g., Feb 22, Oct. 14, and Nov. 11). The remaining two (2) non-fixed holidays may be taken by employee request or assignment by the Building and Grounds Supervisor. All non-fixed holidays not assigned must be requested in writing with forty-eight hours advance notice.

4.11 SICK DAYS

Employees shall be granted fourteen (14) accumulative sick days annually. In the event the employee has used all fourteen (14) days and one of the illnesses was for more than five (5) consecutive work days, the employee will be granted two (2) additional sick days before it is necessary to utilize days that the employee has accumulated from prior years. Unused sick days may be accumulated to a maximum of fourteen (14) per year for use in future years. Employees exhibiting a pattern of absences or other abuses of the sick day policy may be required to substantiate their absence with a doctor's note.

Effective July 1, 1980 employees shall receive an unused sick day payment whose amount is determined as the per diem salary in the last year of employment, times 0.30, times the number of unused sick days, up to a maximum of 240 unused sick days. Employees will receive their retirement bonus only if eligible to draw a pension from the Pension and Annuity Fund.

4.12 VACATIONS

Employees covered by this Agreement shall be entitled to vacation with pay in accordance with the following schedule:

Completion of the first contract year – 1 day per month of service, limited to 10 days for the first year of service.

Completion of years 2-7, inclusive – 2 weeks (10 working days)

Completion of seven years – 3 weeks (15 working days)

After year 12 – 4 weeks (20 working days)

Vacations shall be taken in the year following the year in which the vacation was earned, where year is defined as the contract year of July 1 to June 30. Vacations shall not interfere with the efficient and orderly operation of the school buildings and grounds. Vacation days may not be taken in the calendar week preceding the opening of the school year. Approval of all vacation periods must be obtained from the Board Secretary/Business Administrator. Employees shall submit vacation requests prior to January 1 of the calendar year and approval or denial of such requests shall be made by February 1 of that year.

The Board reserves the right to establish a uniform district-wide vacation period and will afford the employee reasonable notice of such district-wide vacation period. Employees with four (4) weeks earned vacation will be limited to three (3) weeks vacation usage during the district-wide vacation period. The fourth week may be taken during the remainder of the school year. At the request of the Board, employees with two or more weeks of vacation may sell back one week of vacation. If more employees volunteer than are needed, the sell back shall go according to seniority rotation.

4.13 REIMBURSEMENT FOR MILEAGE

Employees, who work in more than one location during a daily shift, shall be reimbursed for mileage incurred between such locations at the rate paid to other Board of Education employees.

5. MISCELLANEOUS

5.1 SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee 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 law, but all other provisions or applications shall continue in full force and effect.

5.2 APPLICATION TO SECTION ON BOARD OF EDUCATION RIGHTS

All terms and conditions not specifically referred to herein, shall be as per provided through the application of the section entitled BOARD OF EDUCATION RIGHTS.

5.3 UNION RIGHTS OF VISITATION

Officials and representatives of the Union are permitted to visit the several school buildings of the Long Hill Township School System for the purpose of contacting members of the Union on legitimate business of the bargaining unit. These visitations may occur at any time the members of the bargaining unit are on duty, but must always conform to and be carried out with complete understanding of and cooperation with the purposes of the buildings as public schools. The visiting Union officials shall have no more and no different rights within the buildings and grounds of the school system than members of the general public and shall conform to all applicable administrative rules, such as checking in a Principal's office, etc.

Meetings of Union officials and members of the bargaining unit shall be scheduled with all regard to time, place, decorum and custodial work loads. Custodians shall not be excused from normal performance of their duties for such meetings and in no circumstances will overtime pay or compensatory time off be granted stemming from Union visits or meetings.

5.4 POSTINGS OF JOBS

Job vacancy listings shall be given to the Shop Steward, who will be responsible for posting them in each building in the area designated by the Union. The Shop Steward shall be responsible for removing such postings no sooner than 7 calendar days after a vacancy listing. Any employee, or the Shop Steward on behalf of any employee, may indicate interest in filling a job vacancy by submitting a written bid within the required time limits. The senior qualified bidder shall be awarded the job, and assigned to the new job as soon as possible. The Shop Steward will be notified of all job bids, and the name of the successful bidder. In the event that there is a change in the designated Shop Steward, the Union must provide written notification to the district's Business Administrator.

6. UNION DUES

The Board agrees to deduct from the salaries of the bargaining unit members, the dues for the Union, in compliance with Chapter 310, Public Law 1967 (N.J.S.A. 52:14 – 15.9) and under the rules established by the State Department of Education.

6.1 UNION SECURITY – JOB OPPORTUNITY

Each employee eligible for bargaining unit status in accordance with Union rules and requirements, my elect of his own free will to join the Union, or he may also elect of his own free will not to join the Union. Neither party nor its agents or membership will intimidate or coerce employees or new hires in his election to join or not join the Union, nor will either party discriminate against, interfere with, restrain or coerce any employee because of member or non-membership in the Union. Throughout the duration of this Agreement, eligible plant operations and maintenance employees may elect to change the status of their association by notifying their immediate supervisor in writing with 30 days notice. Thereupon the Board shall notify the Union as soon as possible. Neither party nor any of its agents shall discriminate against any employee because of race, color, creed, sex or national origin.

6.2 UNIFORMS

The Board will supply, at no cost to employees covered under the Agreement, four (4) work uniforms each year, one (1) pair of safety shoes each year and one (1) uniform jacket every two years. Effective July 1, 1995, the Board will supply three (3) pairs of coveralls each year to the maintenance worker. Further, effective July 1, 1995, the Board will supply one (1) raincoat and one (1) pair of rubber boots as general equipment to each employee of the school once during the contract period to be used by the custodian(s) responsible for snow removal. This equipment will be the complete responsibility of each recipient. Such work uniforms and accessories shall be the order of the day. Employees are responsible for cleaning and maintaining uniforms and accessories.

6.3 RESPONSIBLE RELATIONSHIP

The Board, Union and Bargaining Unit recognize that in the best interest of the public and the three parties concerned, all dealings between or among them shall be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Board, the Union, and the Bargaining Unit and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of plant operations and maintenance personnel. Each party shall bring to the attention of all parties, their purpose to conduct themselves in a spirit of responsibility and respect and of the measure they have agreed upon to insure adherence to this purpose. It shall be the sworn duty of the Board, the legal obligation of all levels of management and a condition for continued employment of all employees to show responsible interest in the safeguard, welfare, and security of all property and business under the jurisdiction of the Long Hill Township Public School District; the condition, maintenance and operation thereof, and to report thereon all matters necessary to insure the welfare and continued proper operation of the school district.

6.4 RECALL RIGHTS

All custodians and maintenance personnel shall be entitled to recall rights for three (3) years from the date of any lay-off. Recalled employees shall return to work at the same step they held when laid off.

6.5 RIGHT TO RETURN TO PRIOR JOB POSITION

If an employee successfully bids to move from one job position to another, and does assume the new job position, the individual may elect to return to the old job position within 45 days of making the job change, or the administration may elect to return the individual to the prior position if the job performance is not satisfactory during the same 45 day interval.

6.6 JOB GUARANTEE

All custodians and maintenance personnel who are working at the signing of this contract will have their positions guaranteed to exist during the length of the contract with the exception of removal for disciplinary or unsatisfactory work, as outlined in the contract in previous sections.

7. SALARIES

7.1 MAXIMUM SALARY AMOUNTS FOR SALARY GUIDES

Annual Salaries will be determined by multiplying the percentage for the step an individual is on, times the maximum salary for the job position in that year. If the job position should change during the year, then the salary will be based on prorated amounts based on the appropriate annual amounts. The maximum amounts for the custodian and maintenance guides are show below.

7.2 SALARY GUIDES

Salaries shall be based on the salary guide for the respective contract year. All employees not on step 10, and with at least 90 days of service, shall move to the next higher step at the beginning of the initial 12 month period of this contract (i.e., July 1, 2005), and the beginning of any subsequent 12 month period during the contract. New employees with less than 90 days of service as of the July 1 step increase dates shall be entitled to an increase in the step number only after completion of 90 days actually worked.

The salary guide in all contract years shall have 10 steps, with the salary expressed as a percentage of the maximum. The step percentages will remain the same as the salary guides for the 96-97 year. The dollar amounts for each step are shown in the two tables below:

See attached salary guides.

7.3 FIREMAN

7.3.1 Elimination of Black Seal Requirement

The previous requirement for a Black Seal license has been eliminated as of July 1, 1995. Existing employees who held the Black Seal License as of this date will continue to receive the previously agreed additional stipend.

7.3.2 Black Seal Stipend is Grandfathered for Existing Employees

Existing employees who were on the payroll as of July 1, 1995, who hold a valid Black Seal license, will continue to receive a \$350 per year stipend pro-rated at \$29 per month, except for July and August where the rate will be \$30 per month, without deductions for vacations, holidays, sick leave and personal absence. This stipend shall not be taken into consideration of overtime payment which shall be based solely on base pay as provided on the attached pages and on longevity as hereinafter provided.

7.4 SCHOOL HEAD CUSTODIAN

Effective July 1, 2002, each school head custodian shall receive a \$550 per year stipend pro-rate at \$45.83 per month, without deductions for vacation, holidays, sick leave and personal absence. This stipend shall be paid as compensation for the duties outlined in Section 4.4. No overtime or other additional compensation shall be made for these specific duties. This stipend shall not be taken into consideration in determining the hourly overtime payment, which shall be based solely on base pay as provided above and on longevity as hereinafter provided.

7.5 DISTRICT HEAD NIGHT CUSTODIAN

The district head night custodian shall receive a \$2,200 per year stipend pro-rated at \$185 per month, without deductions for vacation, holidays, sick leave and personal absence. This stipend shall be paid as compensation for the duties outlined in Section 4.5. No overtime or other additional compensation shall be made for these specific duties. This stipend shall not be taken into consideration in determining the hourly overtime payment, which shall be based solely on base pay as provided above on longevity as hereinafter provided.

7.6 NIGHT SHIFT DIFFERENTIAL

Effective July 1, 1995, \$400 per year pro-rate at \$40 per month for 10 months without deductions for vacations, holidays, sick leave and personal absence. This stipend shall not be taken into consideration of overtime payment which shall be based solely on base pay as provided above and on longevity as hereinafter provided.

7.7 NIGHT SHIFT DEFINED

For the purpose of this Agreement, "night Shift" as used herein, applies to full time personnel assigned to either the second or third shift, starting in the P.M. during the period September 1 through June 30.

7.8 MISCELLANEOUS

1. Pay periods will be between July 1 and June 30 of each year. All employees shall be paid in semi monthly installments.
2. Deductions from salaries will only be made if: a. Mandated by law; b. Provided for in this Agreement; c. Specifically authorized by the employees.

8. BOARD OF EDUCATION RIGHTS

Except as otherwise provided in this Agreement and under the provision of Chapter 303 Public Laws 1968, the Union acknowledges that the Board has the responsibility and authority to establish, manage, and direct, in behalf of the public, all operation, conditions and activities of the Long Hill Township District to the extent authorized by law.

9. DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2005 though June 30, 2008.

10. SIGNATURES

IN WITNESS WHEREOF, the Board and the Union have caused this Agreement to be executed by their duly authorized officers and their corporate seals affixed, the day and year first written above.

ATTEST: THE BOARD OF EDUCATION OF THE TOWNSHIP OF LONG HILL

_____	_____	_____	_____
Donna Felezzola	Date	Suzanne Becker	Date
Board Secretary		Board President	
Business Administrator			

ATTEST: TEAMSTERS UNION LOCAL 102 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

_____	_____	_____	_____
Charles Hamma	Date	Kevin O'Connor	Date
Shop Steward		Union Representative	