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MAGNER, ABRAHAM, ORLANDO, KAHN & PISANSKY  
COUNSELLORS AT LAW

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486-9400  
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SAM J. ABRAHAM (1954-1976)  
STEPHEN ORLANDO  
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ALAN J. SCHNIRMAN  
RICHARD A. GORDON

Linden Board of Education  
and  
Linden Custodial and  
Maintenance Workers Assn.  
*Decid at Settlement*  
*Sept. 1, 1980*

RICHARD B. MAGNER  
OF COUNSEL

July 23, 1980

MEMORANDUM TO: Tony Pizutelli

RE: Continuation Agreement on Custodians  
and Maintenance Workers

On July 22, 1980 we agreed, subject to ratification to the following settlement, with the existing contract to be continued, except for the following changes:

1. The term of agreement shall be effective July 1, 1980 to June 30, 1982 inclusive. The parties agree that they will meet in January of 1982 to discuss the entering into of a new agreement.
2. Article XX - Wages will be modified to encompass the new Salary Guides agreed upon as per guides distributed at settlement. We attach a Custodial and Maintenance Salary Range Statement which will be utilized in the contract. In the same Article, with regard to vacations, there will be language to the effect that all vacations shall be taken during the summer months when school is not in session, except for those employees who have 20 days vacation entitlement who will take 15 days during the summer vacation and may take 5 days at other times of the year, subject to the approval of the Superintendent, but in no event during the Spring Recess or Winter Recess.
3. Article XIV - Safety and protection clothing will be modified to the effect that custodians and maintenance workers may substitute for uniform items listed a jacket of equivalent value to one uniform, provided they have sufficient uniform items to wear, and should the cost be more than equivalent value they would be permitted to pay the difference.
4. Article XIX - Holidays - Subparagraph B will have an additional sentence that should they fall on a school day and school be open, due to calendar, then employees shall work but receive a compensatory day off as requested of and approved by the Superintendent of Schools during that school year.
5. It was agreed that a change would take place in Article V - Grievance Procedure, as to which organization arbitration would be forwarded. We requested the New Brunswick, New Jersey office of A.A.A. and you indicated another organization that you would send me literature on, but if we cannot accept that then it will be A.A.A.

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MEMORANDUM TO: Tony Pizutelli

July 23, 1980

6. Article VIII-Leaves of Absence - under sick days, paragraph 3 shall be modified to read "...shall receive a lump sum payment equivalent to the then current substitute rate for each 3 days of unused accumulated sick leave.

7. It was agreed to include a new article to cover a representation fee for non-union members, which is attached hereto and made part hereof.

8. Article III - Seniority - will have listed under paragraph 3 which calls for automatic termination, a new paragraph 1 to the effect that if a custodian does not receive a boiler license within one year of his or her appointment they will automatically be terminated.

9. Article XI - Management Rights - will have a new subparagraph which will give management the power "to place any new employee on an appropriate experience level to be determined by the Board dependent on the experience background and ability of said employee.

10. All references in the contract to janitors and/or matrons will be eliminated and replaced with the word "custodians" which includes the cover, the first page of agreement, Article I, Article IV, Article XIV, Article XX, and such other places as may exist.

11. Article II will be changed to reflect a proper box of the union.

12. Article IV will indicate that one shop steward will cover schools 1 through 4 Annex and another will cover schools 5 through 10.

13. Article XVIII - Welfare - will have language modified to indicate that the Board will provide at its expense a family dental plan for all employees and where appropriate, for dependents. This plan shall be the same as the City of Linden provides for its employees under the Crown Life Insurance Company. (If they have changed their company, then we will modify this language.)

14. A new article will be added referring to the maintenance department. It will state as follows: The maintenance department will consist of 3 categories referred to as Category A, Category B and Category C. The standard category of maintenance workers will be Category B. Category C will consist of unskilled general workers. Category A will consist of journeymen, including holders of union cards showing journeymen classification who may be given the status of Category A at the discretion of management, as well as other employees if they show the appropriate experience skills and craft for management to so determine them as equivalent to journeymen and they may be granted Category A status. All maintenance employees who are members of the Unit as of July 1, 1980 shall be placed in a category no lower than Category B, even should they not be qualified for said category as defined herein. Payment shall be made in accordance with category and as set forth in the Salary Guide, which is part of this contract.

MEMORANDUM TO: Tony Pizutelli

July 23, 1980

15. It is understood that the Salary Guides agreed upon have incorporated in them what previous was a bonus in Article XX and all language appearing therein referring to bonuses or across the board increases or adjustments, shall be removed as all such sums have been incorporated in the guide and every employee in the Unit will be on guide and within the guide. Assistant Janitors-Miscellaneous, will become Assistant Custodians-Miscellaneous, and language concerning prorating and salary will also be eliminated, as it is now included in the guide.

I understand that you will be meeting with your Unit next Wednesday evening and I would appreciate your advising me immediately upon ratification as the Board of Education wishes to also ratify so that your members can receive their increased payment as soon as possible.

I appreciate all of your cooperation and the professional and friendly manner in which you conduct negotiations. It is a pleasure working with you, even as adversaries.

Sincerely,



Leo Kahn  
Linden Board of Education  
Negotiator

LK:em

## Custodial + Maintenance Salary Ranges

	80-81			81-82		
	<u>Min</u>	<u>Max</u>	<u>Steps</u>	<u>Min</u>	<u>Max</u>	<u>Steps</u>
Lead Cust. Sr. H.S. or Maint. A	\$ 11,275	\$ 16,773	12	\$ 12,125	\$ 17,873	10
Lead Cust. Sr. H.S. + Maint "B"	11,175	15,673	12	12,025	16,773	10
Lead Cust. Elem.	10,875	14,779	11	11,725	15,879	10
Asst. Cust. Sr. + Jr. H.S.	10,795	14,654	11	11,645	15,954	10
Asst. Cust. Elem + Field HOUSE	10,675	14,297	10	11,525	15,397	10
Asst. Cust.* Misc. Sr. + Sr. H.S.	8,747	11,873	9	9,435	12,764	9
Asst. Cust.* Misc.	7,717	11,181	7	8,125	12,581	9

ARTICLE \_\_\_\_\_

REPRESENTATION FEE

Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This shall be the maximum allowed by law.

Procedure

1. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association during the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid schedule during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position.

3. Termination

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

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board receives said notice.

Gr. No.	Jr. No.	Elem.	Sr. + Jr. H.S.	Elem.	Field Home	Misc. Sr. + Jr. H.S.	Misc. Elem.	August 11, 1980	A	B	C
\$ 11,275	11,175	10,875	10,995	10,675	10,675	8,747	8,747		11,275	11,175	10,675
11,650	11,550	11,250	11,170	11,050	11,050	9,122	9,122		11,650	11,550	11,050
12,025	11,925	11,625	11,545	11,425	11,425	9,497	9,497		12,025	11,925	11,425
12,400	12,300	12,000	11,920	11,800	11,800	9,872	9,872		12,400	12,300	11,800
12,775	12,675	12,375	12,295	12,175	12,175	10,247	10,247		12,775	12,675	12,175
13,150	13,050	12,750	12,670	12,550	12,550	10,622	10,622		13,150	13,050	12,550
13,525	13,425	13,125	13,045	12,925	12,925	10,997	10,997		13,525	13,425	12,925
13,900	13,800	13,500	13,420	13,300	13,300	11,372	11,372		13,900	13,800	13,300
14,275	14,175	13,875	13,795	13,675	13,675	11,747	11,681		14,275	14,175	13,675
14,650	14,550	14,250	14,170	14,050	14,050	11,873			14,650	14,550	14,050
15,357	14,925	14,625	14,545	14,297	14,297				15,357	14,925	14,297
16,064	15,300	14,979	14,654						16,064	15,300	
16,773	15,673								16,773	15,673	
9 @ 375	11 @ 375	10 @ 375	10 @ 375	9 @ 375	9 @ 375	8 @ 375	7 @ 375		9 @ 375	11 @ 375	9 @ 375
2 @ 714	1 @ 373	1 @ 154	1 @ 169	1 @ 247	1 @ 247	1 @ 126	1 @ 309		2 @ 714	1 @ 373	1 @ 21
1 @ 109									1 @ 109		
Includes Head Jan. Voc. Bldg. Field Home											

SCHEDULE (C)

IT SHOULD BE NOTED THAT ASSISTANT CUSTODIANS MISCELLANEOUS ARE PAID ON A WORK WEEK AT 81% OF A

1980-81

DATE	AMOUNT	DESCRIPTION	FIELD HOUSE	ST. J. H.S.	EXEM.	ST. J. H.S.	EXEM.	ST. J. H.S.	EXEM.	ST. J. H.S.	EXEM.	ST. J. H.S.	EXEM.	ST. J. H.S.	EXEM.	ST. J. H.S.	EXEM.
12,125	12,025	11,725	11,645	11,525	9,435	9,435	9,435	9,435	9,435	9,435	9,435	9,435	9,435	9,435	9,435	9,435	9,435
12,500	12,400	12,100	12,020	11,900	9,810	9,810	9,810	9,810	9,810	9,810	9,810	9,810	9,810	9,810	9,810	9,810	9,810
12,875	12,775	12,475	12,395	12,275	10,185	10,185	10,185	10,185	10,185	10,185	10,185	10,185	10,185	10,185	10,185	10,185	10,185
13,250	13,150	12,850	12,770	12,650	10,560	10,560	10,560	10,560	10,560	10,560	10,560	10,560	10,560	10,560	10,560	10,560	10,560
13,625	13,525	13,225	13,145	13,025	10,935	10,935	10,935	10,935	10,935	10,935	10,935	10,935	10,935	10,935	10,935	10,935	10,935
14,000	13,900	13,600	13,520	13,400	11,310	11,310	11,310	11,310	11,310	11,310	11,310	11,310	11,310	11,310	11,310	11,310	11,310
14,375	14,275	13,975	13,895	13,775	11,685	11,685	11,685	11,685	11,685	11,685	11,685	11,685	11,685	11,685	11,685	11,685	11,685
15,249	14,899	14,251	14,359	14,180	12,060	12,060	12,060	12,060	12,060	12,060	12,060	12,060	12,060	12,060	12,060	12,060	12,060
16,123	15,523	14,927	14,824	14,585	12,435	12,435	12,435	12,435	12,435	12,435	12,435	12,435	12,435	12,435	12,435	12,435	12,435
16,998	16,148	15,403	15,289	14,991	12,572	12,572	12,572	12,572	12,572	12,572	12,572	12,572	12,572	12,572	12,572	12,572	12,572
17,873	16,773	15,879	15,754	15,397													
6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375	6 @ 375
2 @ 874	2 @ 624	4 @ 476	1 @ 464	2 @ 405	1 @ 324	1 @ 324	1 @ 324	1 @ 324	1 @ 324	1 @ 324	1 @ 324	1 @ 324	1 @ 324	1 @ 324	1 @ 324	1 @ 324	1 @ 324
2 @ 875	2 @ 625	3 @ 465	3 @ 465	2 @ 406	2 @ 406	2 @ 406	2 @ 406	2 @ 406	2 @ 406	2 @ 406	2 @ 406	2 @ 406	2 @ 406	2 @ 406	2 @ 406	2 @ 406	2 @ 406

(C-2)

SCHEDULE

IT SHOULD BE NOTED THAT ASSISTANT CUSTODIANS- MISCELLANEOUS ARE PAID ON A WORK WEEK AT 81% OF A FULL 8-HOUR DAY.

1981-82

Includes Here! Jan. Vot. Blde. Field House