

AGREEMENT BETWEEN

THE LINDEN EDUCATION ASSOCIATION

AND

THE LINDEN BOARD OF EDUCATION

COUNTY OF UNION, NEW JERSEY

FOR: MAINTENANCE PERSONNEL, CUSTODIANS

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## ARTICLE I

### RECOGNITION

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

#### MAINTENANCE PERSONNEL, CUSTODIANS

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

2. No employee covered by this Agreement shall be laid off while any contracting is going on. Notwithstanding the within prohibition, the Board shall be permitted to contract out work in the future without prohibition, if the work force has neither the skill nor the equipment necessary to perform the work contracted out.

## ARTICLE II

### NEGOTIATION OF A SUCCESSOR AGREEMENT

#### A. COMMENCEMENT DATE

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

#### B. INFORMATION

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board agrees to furnish in response to reasonable requests, which are reasonable as to quantity and time, public information, including but not limited to, annual financial reports and audits, the proposed budget and a register of names and addresses of personnel covered by the terms of this Agreement. Anything herein stated to the contrary notwithstanding, the Board shall not be obligated to compile or to furnish any information which does not exist as a separate public record or document.

C. PROCEDURE

1. Representation

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

2. Meeting Time

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

D. SAVINGS CLAUSE

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

E. INTERIM NEGOTIATIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties, at the time they negotiated or executed this Agreement.

F. MODIFICATIONS CLAUSE

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

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning financial resources of the district, including but not limited to: annual financial reports and audits, register of personnel, tentative budgetary requirements

and allocations, minutes of all Board meetings, census data, names and addresses of all member employees and other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees where applicable, together with information which may be necessary for the Association to process any grievance or complaint.

#### B. RELEASE TIME FOR MEETING

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

#### C. REPRESENTATIVES OF THE STATE AND NATIONAL ASSOCIATION

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

#### D. USE OF SCHOOL BUILDINGS

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

#### E. USE OF SCHOOL EQUIPMENT

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

#### F. BULLETIN BOARDS

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

## G. MAIL FACILITIES

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

## ARTICLE IV

### DEDUCTION FROM SALARY

#### A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its employees, dues for the Linden Education Association, the Union County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. The Association represents that each of the associations named above will certify to the Board, in writing, the current rate of its membership dues and that any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such changes.

B. The filing of notice of an employee's withdrawal shall be prior to June 1st and become effective to halt deduction as of September 1st next, succeeding the date on which notice of withdrawal is filed.

#### C. REPRESENTATION FEE

1. The Association shall, on or before October 1, deliver to the Board a written statement containing the following:

a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34:13A-5.4.

b. A statement that the Association has established a "demand and return system" in accordance with the requirements of NJSA 34:13A-5.4.

c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-

member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

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

### 3. PAYROLL DEDUCTION SCHEDULE

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

a. In November, or

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

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

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

## ARTICLE V

### EMPLOYEE RIGHTS AND PRIVILEGES

1. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly, or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1975, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
3. Whenever any employee is formally required, in writing, to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.
4. Any suspension of any employee pending charges shall be with pay or without pay, at the Board's sole discretion.
5. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
6. No employee shall be disciplined or reprimanded in the presence of students or other fellow workers, if the discipline or reprimand can be effectively administered privately and if it is practical to administer the same privately.



## ARTICLE VI

### GRIEVANCE PROCEDURE

#### 1. DEFINITIONS

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

#### b. AGGRIEVED PERSON

An "aggrieved person" is an employee or group of employees making the claim.

#### c. PARTY IN INTEREST

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

#### 2. PURPOSE

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

#### a. CONFIDENTIALITY

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

#### b. INFORMAL DISCUSSIONS

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

#### 3. PROCEDURE

a. No grievance shall be processed under Article III unless the aggrieved person shall formally institute the procedure

called for in this Article within fifteen (15) work days of the date of the alleged occurrence.

b. LEVEL ONE

An aggrieved person with a grievance shall first discuss it with his appropriate principal, director or supervisor, either directly or through his representative, with the objective of resolving the matter informally.

c. LEVEL TWO

If the aggrieved person disagrees with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) work days after presentation of the grievance, the aggrieved person shall file the grievance in writing within five (5) work days after the decision at Level One, or ten (10) work days after the grievance was presented, whichever is sooner, to the Board's Business Administrator. Said grievance shall state all elements with as much specification as possible.

d. LEVEL THREE

If the aggrieved person still disagrees with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Board's Business Administrator, the aggrieved person shall within five (5) work days after a decision by the Board's Business Administrator, or fifteen (15) work days after the grievance was delivered to the Board's Business Administrator, whichever is sooner, submit the grievance in writing, to the Board. Upon request of the Association, a hearing before a committee of the Board shall be granted. However, the Board shall be required to grant only one (1) hearing per contract year. Additional hearings may be granted at the discretion of the Board. Said hearing must be requested within five (5) work days from receipt of the decision of the Board's Administrator, and shall be convened within forty (40) calendar days after the request has been made.

e. LEVEL FOUR

If the aggrieved person disagrees with disposition of said grievance at Level Three, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Board, provided no hearing has been requested, then the aggrieved person shall within five (5) work days after a decision by the Board, or fifteen (15) work days after the grievance was delivered in writing to the Board, provided no hearing has been requested, whichever is sooner, submit the grievance to arbitration giving written notice thereof to the Board, if and only if the Association deems said grievance to be meritorious. If a hearing has been requested and scheduled, the aggrieved person shall have five (5) work days after the hearing

decision, or fifteen (15) work days after the formal hearing, whichever is sooner, to submit the grievance to arbitration, if and only if the Association deems said grievance to be meritorious. Failure to file and deliver a request or make submission within the time limitations designated herein, shall constitute an absolute bar to arbitration unless the Association and the Board shall mutually agree, in writing, to waive the applicable said time limitations.

f. ARBITRATION

Within ten (10) work days after such written notice of submission to arbitration, the Association shall request a list of arbitrators from the American Arbitration Association at its Somerset Office. The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Linden Education Association, and the Board of Education. The Board and the Association agree that one (1) arbitrator only shall be utilized in the arbitration and the rules of the American Arbitration Association shall govern the procedure for same. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which will amend or modify the terms of this Agreement, and he shall take into account decisions of the Commissioner of Education of the State of New Jersey and rulings of the New Jersey State Board of Education and Court decisions and applicable statutes. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding to the parties.

4. RIGHTS OF EMPLOYEES TO REPRESENTATION

a. EMPLOYEES AND ASSOCIATION

A party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

b. REPRISALS

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

c. LIMITATIONS

The decision of the Board shall be final and binding and

not subject to Arbitration in the following instances:

1. Where the alleged grievance does not meet the definition of a grievance for the purpose of arbitration as defined herein and
2. Where the failure of the Board to act is because the Board lacks authority to act;
3. Where the subject of the grievance involves promotions an employee;
4. Where the grievance involves granting or refusal to grant tenure to a probationary employee (See Article XV, p. 20-21)
5. Where the grievance involves any Rule or Regulation mandated by the Commissioner of Education or the laws of the State of New Jersey;
6. In any matter for which a method of review is prescribed by law;
7. In any matter involving the reassignment of a non-tenure employee or the failure to rehire a non-tenure employee.

5. MISCELLANEOUS

a. GROUP GRIEVANCES

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

b. WRITTEN DECISIONS

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

c. ADMINISTRATION

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

d. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of the grievance shall be filed in a separate

grievance file and shall not be kept in the personnel file of any of the participants except as to the incident complained of which may or may not be the subject of the grievance.

e. MEETINGS AND HEARINGS

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

ARTICLE VII

EMPLOYEE EVALUATION

1. FREQUENCY - Employees shall be evaluated prior to April 30th by their immediate supervisor at least once in each school year; to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying deficiencies and extending assistance for their corrections.

2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

3. An employee shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

4. PERSONNEL RECORDS (Applicable to tenure and pre-tenure employees.)

a. An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at his expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him during such review.

The employee shall have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

b. The Board shall not establish any separate personnel file which is not available for the employee's inspection. The Board shall preserve the right to keep the confidentiality from the employee of personal references, academic credentials and

other similar documents.

c. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy of the letter at the time of placement.

## ARTICLE VIII

### PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

1. The Employee Liaison Building Committee in each school shall have the right to meet with the appropriate administrator of the school to suggest programs to meet emergency situations which may develop in the school, in order to protect the safety and well being of employees, students and property in the schools.

2. The employees hereunder shall be entitled to all the rights and privileges accruing them pursuant to the following New Jersey Statutes:

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

"Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses."

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

"Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals."

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

" Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to

one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee, pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability."

### 3. REIMBURSEMENT

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

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

## ARTICLE IX

### SENIORITY

1. a. The seniority of the maintenance personnel and custodial workers covered by this Agreement shall be based on their original date of hiring.

b. Notwithstanding paragraph 1(a), electricians and plumbers shall have super-seniority for layoff purposes and shall not be laid off until all other employees are first laid off. Recall shall be in reverse order.

2. Before any new employees are hired, employees on layoff shall, in accordance with seniority, be offered the available job to be filled, provided that they are able to do and perform the work, as determined by the Board. If any such employee who was on layoff takes the available job opening, but the job pays less than the job from which the employee was laid off, then that said employee will retain a recall right to the job from which he was laid off. Any employee who refuses a recall right to the job from which he was laid off shall lose the recall right to that job and his seniority.

3. Any employee shall lose seniority and his employment shall automatically terminate for the following reasons:

(a) If the employee quits.

(b) If the employee is discharged for cause.

(c) If the employee is absent for three (3) working days without notifying his superior of the reason for such absence, unless such failure to do so notify the Board is for unusual or emergency reasons.

(d) If the employee fails to report to work within seven (7) days after being called back by the Board of Education, the Board shall be deemed to have given proper notice if sent or transmitted by United States Mail, telegram or telephone to the employee's last known address.

(e) If the employee exceeds a leave of absence beyond the time provided by the Board of Education and the employee has failed to give to the Board of Education a justifiable reason why the employee has failed to return from the leave of absence when due.

(f) If the employee gives a false reason for obtaining a leave of absence.

(g) If the employee engages in gainful employment during an authorized leave of absence without specific written consent of the Board of Education.

(h) Layoff exceeding a period of twelve (12) consecutive months for an employee who is employed by the Board of Education for a period of less than five (5) years; layoff exceeding a period of thirty-six (36) months for employees who have been employed five (5) years or more.

(i) If the Custodian does not receive a boiler license within one year of his or her appointment.

## ARTICLE X

### VISITATION RIGHTS

A representative or representatives of the Association shall have access during working hours to all facilities, buildings, grounds and other places in which employees covered by this Agreement work, for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement. The rights granted herein shall not be used in such a manner as to interfere with the regular operation of the work being carried on and shall be contingent upon the Association representative registering at the office with the Board Officer or other person in charge, and advising of the purpose of his visitation and showing his credentials. Permission must be obtained from the principal or other person in charge for the Board. Such permission will not be unreasonably withheld.



## ARTICLE XI

### HOURS OF WORK

1. CUSTODIANS: A work day shall consist of eight (8) consecutive hours inclusive of a one-half hour paid lunch period. Lunch period shall be scheduled if at all possible, before the completion of five (5) consecutive work hours. Custodians are to remain on call during their paid lunch period, but shall have one-half hour duty free lunch, even if not continuous.
2. A work week shall consist of forty (40) hours.
3. MAINTENANCE DEPARTMENT: The work week for maintenance personnel shall be forty (40) hours; five eight-hour shifts, 7:00 A.M. to 4:00 P.M. Monday through Friday, inclusive of one (1) hour unpaid lunch period daily. The Board may change the starting and ending time of one or more maintenance employees upon two weeks notice and for no longer than thirty days.
4. The present call-in practice for the Maintenance Department and other classifications shall remain as is at the present. Any change shall not be made unless mutually agreed to by the Association and the Board.
5. All employees are to be on 24 hour call for snow removal when conditions warrant, and must call their immediate supervisor if they are not going to be available for such call and give a valid reason for not being available.

## ARTICLE XII

### LEAVES OF ABSENCE

#### A. Leaves of Absence

1. Leave of absence, without pay, shall be granted for the following:
  - a. Election to Association office. This shall be without pay and without interruption in seniority. The leave of absence shall be granted if the election to Association office requires outside activity; the leave shall continue so long as the person holds office.
  - b. Attending the Association meeting or convention. This shall be without pay. If elected as a trustee or officer of a Local or as a delegate to attend a special meeting or a convention.
  - c. Military leaves as granted provided by law.

## B. Bereavement

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

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

wife, husband, mother, father, child, sister, brother, grandmother, grandfather and grandchild, stepparent, stepchild, stepgrandparents, or stepsiblings as well as a domicile in the home of the employee.

2. Three (3) calendar days off without loss of pay for the death of: mother-in-law, father-in-law, daughter-in-law, son-in-law, one of these days shall include the day of the funeral. In no event shall an employee receive more than three (3) days for such absence.

3. Two (2) calendar days off without loss of pay for the death of: aunt, uncle, niece, nephew, brother-in-law and sister-in-law. In no event shall an employee receive more than three (3) days for such absence.

## C. Jury Duty

1. An employee called for jury duty will be excused from work and will be paid the difference between the jury duty fees received and his regular daily earnings for such time spent in jury service.

2. An employee who is excused from jury duty on the previous day shall report to work on the following day.

## D. Sick Days

1. Each permanent employee, after 1 year of service, shall be entitled to twelve (12) sick days and three (3) article days (total of fifteen) at the beginning of each school calendar year. Unused sick leave days shall be accumulative from year to year without limit. An employee on sick leave four (4) or more consecutive days shall submit acceptable medical evidence substantiating the illness. Employees requiring sick leave in excess of that provided for above will be considered for additional sick leave at the absolute discretion of the Board. Article days shall accumulate as sick days and not as article days.

2. Employees with less than one (1) year's service shall accumulate sick days as follows:

a. One (1) sick day per month of service.

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

3. All employees covered by this contract, upon service retirement or disability retirement, in accordance with the Pension Fund, shall receive a lump sum payment equivalent to \$22.75 for each day of unused accumulated sick leave (this rate applies to the first year of this contract, July 1, 1993 - June 30, 1994). The rate shall be \$25.00 for each day of unused accumulated sick leave during the second year of the contract, July 1, 1994 - June 30, 1995. Upon the death of employee while in active employment, within the district, said compensation shall be paid to the employee's estate.

4. In addition to the option to convert unused personal leave days to accumulated sick leave, all Association members within this bargaining unit, may elect instead to receive a cash payment of:

\$44.00 per unused personal leave day in 1993-94

\$47.00 per unused personal leave day in 1994-95

#### E. Anticipated Disability Leave

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

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

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

#### F. Child Rearing Leave

1. The Board of Education shall grant to any employee an unpaid leave of absence to provide necessary care for his/her natural infant child from the date of said child's birth or the expiration of parent's paid leave of absence for disability

resulting from said birth. Only one parent per family shall be eligible for such leave of absence. Should a child rearing leave be requested, it must continue from the date of request until the commencement of the next school year following termination of said disability leave or the commencement of the next succeeding school year thereafter. The request for such leave shall set forth the requested date of return. An application for child rearing leave must be made no later than 65 days prior to the anticipated birth of a child. Such application shall include the requested commencement and termination dates for such leave. The Board shall consider the request of the employee concerning the date of return, but the Board shall have the final determination as to the date of return.

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

3. An employee returning to the system may be assigned by the Superintendent to any position within the certification of such employee as dictated by the needs of the system.

4. Any employee adopting an infant child of three years of age or less, shall be entitled to the same privileges under this Article as are offered to an employee who has had a child naturally. The leave of the adopting employee shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the legal requirements for the adoption, providing that such employee had previously advised the Board, in writing, of the fact that an application of adoption has been made. Such notification shall be made within thirty (30) days of the filing of the application. The Board will use reasonable efforts to keep such notices to it confidential.

5. Any requests for extensions or reductions shall be subject to modification based on substantial interference with the administration of the school, or the education of the children, and provided such change by the Board is not medically contraindicated, any such extensions shall be subject to N.J.S.A. 18A:30-1 et seq.

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

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

H. All extensions or renewals of leaves shall be applied for in writing, and if granted, shall also be in writing.

### ARTICLE XIII

#### NON-DISCRIMINATION

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

### ARTICLE XIV

#### MANAGEMENT RIGHTS

1. Except as modified, altered or amended by the within Agreement, the Board of Education shall not be limited in the exercise of the statutory Board of Education management functions. The Board, on its own behalf and on behalf of the voters encompassing the area covered by the Linden School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the United States, including, but without limitation the following rights, privileges and functions:

- a. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees related to their employment.
- b. The right to hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees without constituting a violation of this Agreement.
- c. The right to assign duties and responsibilities to custodians and maintenance personnel; the right to hire students as part of a student work program which shall schedule students to do and perform custodial work on a scheduled basis without it constituting a violation of this Agreement.
- d. To reserve the right to deny any employee, covered by the terms of this Agreement, any of all salary increments or adjustments in rate range if such action is for performance and not for discipline.

- e. 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.
2. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in compliance with the laws of the State of New Jersey, the Constitution and laws of the United States.
3. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A of the Laws of the State of New Jersey or any other State laws or regulations as they pertain to education.

#### ARTICLE XV

##### DISCHARGES AND DISCIPLINE

1. Employees that are shown on the annexed list have statutory tenure.
2. All other employees do not have statutory tenure and are probationary for a period of three (3) years from their date of hire.
3. All new employees and all employees without statutory tenure shall be hired with fixed term contracts.
4. When an employee without statutory tenure commences his/her fourth year of consecutive employment in the district, that employee shall have contractual tenure under the terms of this agreement and shall not be disciplined, discharged or not reappointed without just cause. Grievances regarding the above shall be subject to binding arbitration under the terms of this agreement.
5. Probationary employees may not be offered renewal of their fixed term contract, in the discretion of the Board, and this action shall not be arbitrable under the terms of this Agreement.
6. All disciplinary actions other than those set forth above shall be subject to the grievance procedure, including binding arbitration. Any actions taken by the Board for employee performance and not for discipline, shall not be subject to arbitration.
7. If at all practical, before any employee is disciplined, suspended or discharged, there shall be a conference held between the Association and the Board of Education and/or its designees to review the matter.

8. All disciplinary actions must be reduced to writing and a copy of such letter or writing shall be given to the employee, a copy sent to the Association at its office, and a copy shall be given to the Association Representative as soon as possible.

#### ARTICLE XVI

##### NO STRIKES OR LOCKOUTS

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

#### ARTICLE XVII

##### SAFETY AND PROTECTIVE CLOTHING

###### A. SAFETY COUNCIL

a. A safety council shall be established consisting of three (3) representatives appointed by the Superintendent and three (3) employee representatives appointed by the Association.

b. The safety council shall be authorized to establish study committees for specific projects, training, workshops and other related matters regarding the effective operation of the Linden School District.

c. The Safety Council shall be advisory in nature. The Superintendent shall consider all recommendations submitted to him by the council and shall transmit those that he feels should come to the attention of the Board.

###### B. CLOTHING

a. Employees shall be entitled to the following:

- 2 pants
- 2 long sleeve shirts
- 2 short sleeve shirts
- 1 pair overalls
- 3 "T" shirts
- 1 small first aid kit
- 1 pair of galoshes - Maintenance and field workers, where necessary.  
Payment of \$60.00 toward purchase of work shoes.
- 1 pair safety glasses (non-prescription)

b. Uniforms will be provided during September of each year.

c. Custodians and Maintenance workers may substitute for

uniform items listed above, a jacket of equivalent value to one uniform, provided they have sufficient uniform items to wear; and should the cost be more than the equivalent value, they will be permitted to pay the difference.

d. The Board will provide a payment of \$50.00 to all employees in this unit for the purchase of a heavy coat.

e. Employees may receive an in-lieu payment of \$150.00 per year for their general uniform cost, when the employee can adequately demonstrate that they are not in need of a new uniform. Decision whether a new uniform is needed is at the discretion of the Board.

4. The Board shall make available clean and adequate wash and toilet facilities.

#### ARTICLE XVIII

#### MISCELLANEOUS

1. An employee who is transferred shall not be reduced in pay unless agreed to by mutual consent of the parties hereto. This shall not restrict the Board's right in discharging the employees.

2. If a person is temporarily transferred to a higher rated job, he shall receive the higher rate of pay. If a person is temporarily transferred to a lower rated job, his rate of pay shall not be reduced.

3. On New Jersey Education Association days when there is no school in session and there is no activity being performed in any particular school, the employees scheduled on the night shift in said school shall be brought in on the day shift.

4. As long as overtime reports are submitted to the Board before the close of business on the 15th day of each month (or the last working day prior to the 15th day of each month as the case may be), overtime payments will be received by employees covered by this Agreement in their end of the month pay. As long as overtime reports are submitted to the Board before the close of business on the last working day in each month, the overtime payments will be received by said employees in their mid-month pay of the following month.

5. A first aid kit of suitable size will be placed in every boiler room of each school.

6. Assistant custodians who fail to evidence knowledge to run the boilers and know location of all shut-off valves, etc., shall be subject to dismissal for cause.

7. In the event the State of New Jersey mandates during the life



of this contract that the Board of Education provide disability insurance coverage for employees of the district, in that event, the Association shall retain the right to reopen the contract for the sole purpose of negotiating such disability plan.

8. An assistant custodian must stay in a school three (3) years before they can apply for transfer to another school. (The Board can transfer employees at any time).

## ARTICLE XIX

### JOB POSTING AND BIDDING

1. When a new classification or a job in a category is established on a permanent basis by retirement, resignation, discharge for cause or an increase in the work force, the Board agrees to post a notice of same on the bulletin boards for a 72-hour period. Employees may then bid within that 72-hour period, in writing, for such vacancy. The Board agrees to give such bids careful consideration and to fill such vacancies on the basis of seniority, physical fitness and ability. If no employees bid or if in the determination of the Board none are sufficiently qualified, then the Board may hire other than present employees. It is expressly understood that no custodial employee may bid for a "head" position until he has at least three (3) years experience as an assistant custodian. The Board, with discretion, may waive this limitation for an employee fully qualified and approved by it.

2. The Board agrees to post the name of the successful bidder within two weeks after removal of the notice from the bulletin board. An unsuccessful bidder will have the right to submit his grievance within a 48-hour period after posting of the name of the successful bidder and not thereafter. An employee whose application for a posted job is accepted, shall hold that job for a period of sixty (60) days on a trial basis in order to determine his ability to perform the work in a satisfactory manner as determined by the Board in its absolute discretion. Any new employee shall hold their job for a period of sixty (60) days on a trial basis, the same as an employee whose application is accepted.

3. A seniority list will be updated at least annually, and provided to the Association for appropriate distribution.

## ARTICLE XX

### MAINTENANCE OF STANDARDS

1. The Board agrees that all conditions of employment relating to wages, hours or work, overtime differentials and general working conditions, so long as the same shall not be inconsistent with anything specifically covered by this Agreement, shall be maintained as they are presently in effect in the Linden School System at the time of the signing of this Agreement.

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

## ARTICLE XXI

### INSURANCE PROTECTION

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

A.

1. A health benefits package insured by CIGNA Health Plan, Group Policy Number 2020535.

The plan provides, generally, medical, hospital, dental, and prescription drug programs, as described in the materials supplied to employees, as of January 1, 1994. A change in coverage occurred on such date, by agreement.

2. In the event that an employee elects not to participate in this program at the time of appointment, the employee will be reimbursed One Thousand (\$1,000) Dollars, providing the employee can show evidence of an existing health benefits insurance plan.

Upon request, the aforementioned employee shall have the right to re-enter the program, subject to the terms of the policy.

Anyone appointed and opting for the insurance subsequent to 9/1 of the school year, shall have their reimbursement reduced by \$100.00 per month for each month coverage.

3. It is agreed that the Board is not self-insured to any extent and the only coverage will be that provided by the carrier.

4. Insurance coverage referred to in sections 1 and 2 includes family coverage plan where applicable.

B. A six thousand (\$6,000.00) dollar life insurance policy for all employees. Said life insurance policy shall terminate with the termination of employment.

C. All employees who shall be under contract dated after the beginning of their particular work year shall receive the above insurance protection under Paragraph A after ninety (90) days of employment.

D. The Board shall allow an employee who so requests it who has exhausted his/her sick leave or has taken an unpaid extended leave of absence to continue all fringe benefits as set forth in this Article, including family coverage as a member of the group, provided that the employee remits full cost of the premium to the Board for forwarding to the appropriate agency. It is understood that in the case of Blue Cross/Blue Shield, Rider J and Major Medical coverage the present limitation allowed by the appropriate state agency is for a nine (9) month period. This provision shall only be applicable given such an option is permissive under the master policy of the provided benefit.

## ARTICLE XXII

### HOLIDAYS

- a. New Year's Eve (one-half day 12/31)  
New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
The Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
Martin Luther King Jr.'s Birthday  
Day of N.J.E.A. Convention (to be scheduled by the Supervisor)

b. In addition, when Veteran's Day, Rosh Hashana and/or Yom Kippur fall on a school day and are celebrated as holidays, they are holidays. If they do not so fall, or are not scheduled as holidays, they are not holidays. Should these holidays fall on a school day and school is in session due to calendar, then the employees shall work but receive a compensatory day off as requested of and approved by the Superintendent of Schools during that school year. If any holiday falls on a Saturday, Sunday or N.J.E.A. convention day, if requested of the Superintendent, the Superintendent may, in his discretion, grant a compensatory day off. This decision is not subject to the grievance procedure.

ARTICLE XXIII

SALARIES AND OTHER BENEFITS

I. Salaries - Salary schedules are annexed hereto for each year of this Agreement.

II. A. Maintenance Men Overtime Pay - Time and a half the employees' regular rate of pay will be paid after forty (40) hours. Call-in time for maintenance men shall be for a minimum of three and one-half (3 1/2) hours. Overtime shall be reported and computed to the nearest 15 minutes.

B. Custodians Overtime Pay - Time and a half the employees' regular rate of pay will be paid after forty (40) hours. Call-in time for the purpose of tending fires Sundays and holidays shall be for a minimum of two (2) hours; call-in time for other purposes shall be for a minimum of three and one-half (3 1/2) hours. Overtime shall be reported and computed to the nearest 15 minutes. Double the employee's regular rate of pay will be paid to employees working on Sundays and holidays at functions of organizations not affiliated with the school system and where the school system charges full rental.

All attempts shall be made to insure that regularly scheduled events shall be completed prior to the end of the work day. When scheduled events extend beyond the regular work day, time and half the employees' regular rate of pay will be paid, computed to the nearest fifteen (15) minutes.

C. Overtime shall be distributed equitably on a rotating basis by seniority. A seniority list shall be posted in all schools for overtime purposes.

D. Assistant Custodians Acting for Head Custodians - As of July 1, 1993, \$5.00 per day in addition to his regular salary beginning with the first day in which he replaces the Head Custodian. The Association agrees not to request an increase for this item in the next negotiations.

E. The differential for night custodians shall be 25 cents per hour for any shift that starts 3:00 p.m. or after 3:00 p.m. The Board agrees that no shift shall begin between 12:01 p.m. and 3:00 p.m.

F. Vacation

Zero months to 1 year . . . . .	.1 day per two months
1 year to 5 years . . . . .	10 days
6 years to 12 years . . . . .	15 days
13 plus years . . . . .	20 days

(Time is based only on employment in this bargaining unit.)

All custodian vacations shall be taken during the summer months when school is not in session, except for those employees who have 20 days vacation entitlement. (Employees will be allowed to take vacations the last week of August, three custodians maximum.)

Custodians with twenty (20) days entitlement will take fifteen (15) days during the summer vacation and may take days at other times of the year, subject to the approval of the Business Administrator, but in no event during the Spring recess or Winter recess.

Maintenance employees will be allowed two weeks vacation in the summer, others will be subject to approval of the Business Administrator.

Upon the death of an employee who is in active employment with the district, all unused accumulated vacation time will be paid for to the employee's estate by a lump sum payment equal to the regular daily rate times the number of accumulated vacation days, not to exceed 20 days.

G. The Board agrees to reimburse Custodians a sum not to exceed \$10.00 for boiler and commercial driver licenses which are paid for by Custodians, provided, however, that the licenses issued have a period of three years. The Board agrees to pay the cost of schooling to obtain black seal license on a one time basis.

H. Payment of Salaries - Salaries shall be paid bi-monthly, consistent with all other employees in the district.

#### ARTICLE XXIV

##### MAINTENANCE DEPARTMENT

The Maintenance Department will consist of two (2) categories referred to as Category A, and Category B. The standard category of maintenance workers will be Category B. Category B will consist of unskilled general workers, transportation and mail person. 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. New Hires may be hired in Category A or B as determined by management.

ARTICLE XXV

TERMS OF AGREEMENT

1. This Agreement shall be effective July 1, 1991 to June 30, 1993 inclusive. The parties hereto agree that they will meet in January, 1993 to discuss the entering of a new agreement.

2. AGREEMENT ON REPRODUCTION OF CONTRACT

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

3. SEPARABILITY

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

4. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by ordinary mail. The Board shall be addressed in care of the Board's Secretary, School #1 Annex, 728 N. Wood Avenue, Linden, New Jersey 07036. The Association shall be addressed to an address to be provided to the Board's Secretary and Superintendent at the beginning of each school year. Said address may be changed by the giving of proper notice. If no change has been given, the previous address will be used.

LINDEN EDUCATION ASSOCIATION

LINDEN BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

*We both agree to recommend ratification of this agreement in its entirety.*

*[Handwritten signature]*  
*Robert Casselmont*  
*for Board of Education*

SCHEDULE A

LINDEN CUSTODIANS  
SALARY GUIDE FOR - 1993-94

<u>STEP</u>	<u>HD CUST HS</u>	<u>HD MS/VOS</u>	<u>HD CUST ELM</u>	<u>ASST CUST</u>	<u>MAINT A</u>	<u>MAINT B</u>
0	\$28,266	\$28,151	\$27,805	\$27,714	\$28,900	\$27,189
1	28,697	28,581	28,236	28,145	29,331	27,629
2	29,128	29,012	28,667	28,575	29,762	28,060
3	29,558	29,443	29,098	29,007	30,192	28,492
4	29,989	29,874	29,530	29,438	30,623	28,923
5	30,420	30,305	29,961	29,869	31,054	29,353
6	30,851	30,736	30,392	30,299	31,485	29,784
7	36,070	34,900	33,883	33,729	36,798	33,214

NOTE 1: Custodians without a boiler's license will be paid \$500.00 less than 1993-94 guide amounts above.

NOTE 2: A licensed electrician and a licensed plumber will be paid \$850.00 more than Schedule "A" above.

NOTE 3: Compensation shall be offered to employees holding any license/authorized certification, issued by any state agency certifying that they are qualified tradesman, for a construction or other trade, when a license is required to perform some or all of the activity for which this state agency issues a license.

SCHEDULE B

LINDEN CUSTODIANS  
SALARY GUIDE FOR - 1994-95

<u>STEP</u>	<u>HD CUST HS</u>	<u>HD MS/VOC</u>	<u>HD CUST ELM</u>	<u>ASST CUST</u>	<u>MAINT A</u>	<u>MAINT B</u>
0	\$29,162	\$29,043	\$28,686	\$28,592	\$29,816	\$28,060
1	29,606	29,487	29,131	29,037	30,260	28,504
2	30,051	29,931	29,575	29,480	30,705	28,949
3	30,494	30,376	30,020	29,926	31,149	29,395
4	30,939	30,820	30,466	30,371	31,593	29,839
5	31,384	31,265	30,910	30,815	32,038	30,283
6	31,828	31,710	31,355	31,259	32,483	30,728
7	37,183	36,006	34,960	34,798	37,964	34,266

NOTE 1: Custodians without a boiler's license will be paid \$500.00 less than 1994-95 guide amounts above.

NOTE 2: A licensed electrician and a licensed plumber will be paid \$850.00 more than Schedule "B" above.

NOTE 3: Compensation shall be offered to employees holding any license/authorized certification, issued by any state agency, certifying that they are qualified tradesman, for a construction or other trade, when a license is required to perform some or all of the activity for which this state agency issues a license.