

Terminal 2181

AGREEMENT BETWEEN

The Linden Education Association

AND

The Linden Board of Education
County of Union

1. Full-time Paraprofessionals
2. Part-time Paraprofessionals
3. Board Cafeteria Workers

1994-1995

TABLE OF CONTENTS

ARTICLE	PAGE
I RECOGNITION.....	1
II NEGOTIATION OF A SUCCESSOR AGREEMENT.....	1
III ASSOCIATION RIGHTS AND PRIVILEGES.....	2
IV DEDUCTION FROM SALARY.....	4
V PROVISIONS APPLYING TO FULL TIME AND PART-TIME PARAPROFESSIONALS.....	6
VI PROVISIONS APPLYING TO FULL TIME PARAPROFESSIONALS ONLY.....	9
VII PROVISIONS APPLYING TO PART-TIME PARAPROFESSIONALS ONLY.....	18
VIII PROVISIONS APPLYING TO CAFETERIA WORKERS ONLY.....	22
IX DURATION OF AGREEMENT.....	37

ARTICLE I
RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation for the following personnel:

1. Board Cafeteria Workers
2. Classroom Paraprofessionals
3. Part-time Paraprofessionals - working less than twenty hours per week (lunchroom, playground, clerical . . .)

As applies to Cafeteria Workers 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.

As applies to all others the personnel are covered whether under contract, on leave, on a per diem basis, employed or to be employed by the Board.

ARTICLE II
NEGOTIATION OF A SUCCESSOR AGREEMENT

A. COMMENCEMENT DATE

The parties agree to enter into collective 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 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 counterproposals. 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 counterproposals 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. Unless the clear language of this Agreement provides otherwise, nothing contained herein shall be interpreted so as to diminish or reduce or detract from any established employee benefit existing prior to the effective date 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 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 certified 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 and their students, 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/she 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, 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 school 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.

H. ORIENTATION PROGRAMS - FULL TIME PARAPROFESSIONALS, PART-TIME PARAPROFESSIONALS

The Association shall have the right to have its representatives speak at all orientation programs for new employees.

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 names, 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

PROVISIONS APPLYING TO FULL TIME AND PART-TIME PARAPROFESSIONALS

A. EMPLOYEE EVALUATION

1. FREQUENCY - Employees shall be evaluated 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/her 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/her personnel file and to receive copies at his/her expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such review. The employee shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her 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.

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, and said employee shall have the right to submit a written answer to such material and attach it to the file copy.

B. ACCUMULATIVE SICK LEAVE

1. All employees shall be entitled to ten (10) sick leave days each work year as of the first official day of said work

year, whether or not they report for duty on that day. Unused sick leave days shall accumulate from year to year with no maximum limit, so long as the years are those served in Linden School System.

2. Not later than September 30 of each year, every employee shall be informed of the total number of accumulated sick days he or she to his or her credit.

3. A new employee whose contract effective date is after September 30 shall be entitled to sick leave on a pro rated basis.

C. SICK LEAVE REIMBURSEMENT

After resignation, termination or retirement from the Linden School System, employees with ten or more years of completed service shall receive sick leave reimbursement in accordance with the following formula: one-third of the accumulated sick leave days times one-half of the final daily rate of pay.

D. 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 fee 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 institute against any such person for any such act or omission and shoul

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/her duties within the scope of his/her employment. The amount of the Board's obligation, pursuant to the terms of the paragraph, shall be limited to \$350 for each separate occurrence.

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

E. MISCELLANEOUS

1. BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

2. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed,

color, religion, national origin, sex, age, domicile or marital status.

3. 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.

4. 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.

5. 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 address 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.

6. SAVINGS CLAUSE

Unless the clear language of this Agreement provides otherwise, nothing contained herein shall be interpreted so as to diminish or reduce or detract from any established employee benefit existing prior to the effective date of this Agreement.

ARTICLE VI

PROVISIONS APPLYING TO FULL TIME PARAPROFESSIONALS ONLY

A. 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) school days of the date of the alleged occurrence.

b. END OF YEAR GRIEVANCE

In the event a grievance is filed in May or June and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, by consent in writing of both parties herein, so that the grievance procedure

may be exhausted prior to the end of the school year or as soon thereafter as is practicable. In no manner shall this paragraph be construed to extend any grievance beyond the time limited by this article.

c. LEVEL ONE

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

d. 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) school days after presentation of the grievance, the aggrieved person shall file the grievance in writing within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner, to the Superintendent of Schools. Said grievance shall state all elements with as much specification as possible.

e. 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) school days after the grievance was delivered to the Superintendent of Schools, the aggrieved person shall within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, 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) school days from receipt of the decision of the Superintendent of Schools, and shall be convened within forty (40) calendar days after the request has been made. The Board shall render its decision within ten (10) school days after receipt of the grievance, if no hearing is held, or within ten (10) school days after a hearing is held. The decision of the Board shall be final.

Excepted from the limitation of one (1) hearing per contract year are grievances relating to seniority questions.

f. 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) school days after the grievance was delivered to the Board (provided that no hearing has been requested), whichever is sooner, submit the grievance to binding arbitration. Only matters relating to salary, insurance, employment procedures, sick leave, discipline and/or discharge may proceed to binding arbitration. Binding arbitration may be invoked only if written notice is given to the Board 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) school days after the hearing decision, or fifteen (15) school days after the formal hearing, whichever is sooner, to submit the grievance to binding 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 binding arbitration unless the Association and the Board shall mutually agree, in writing, to waive the applicable said time limitations.

g. BINDING ARBITRATION

Within ten (10) school days after such written notice of submission to binding 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/her 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 binding in nature. Binding arbitration shall be available only for grievances relating to salary, insurance, employment procedures, sick leave, discharge and discipline.

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/herself, or at his/her 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.

5. LIMITATIONS

The decision of the Board shall be final and binding and not subject to Arbitration in the following instances:

a. Where the alleged grievance does not meet the definition of a grievance for the purpose of arbitration as defined herein and;

b. Where the failure of the Board to act is because the Board lacks authority to act;

c. Where the grievance involves any Rule or Regulation mandated by the Commissioner of Education or the laws of the State of New Jersey;

d. In any matter for which a method of review is prescribed by law.

6. 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 grievances 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. ADMINISTRATIVE DIRECTIVES

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

C. SALARY GUIDE

FULL TIME PARAPROFESSIONALS

1994-1995

1. 54.32
2. 56.76
3. 58.85
4. 61.05
5. 64.37
6. 66.57
7. 69.34
8. 72.10

1. Full time paraprofessionals will receive two paid holidays in the Board's discretion.

D. SENIORITY

1. Layoff-recall will be by seniority, if the individual is qualified for the position. In the event of a dispute over seniority, it is agreed that this subject may only be grieved up to and including Board Level of the grievance procedure.

2. The Board will post job openings for 48 hours retaining the right to hire during the posting period.

E. 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/her regular daily earnings for such time spent in jury service if the affected employee has requested in writing a delay in such duty to a time when school is not in session and such request has been denied. Documentation of such request shall be provided to the Superintendent.

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

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 any statute or law of the State of New Jersey.

B. EMPLOYMENT PROCEDURES

1. GUIDE PLACEMENT AND PROGRESSION

For any employee to receive increment credit, thereby moving to the next step of the appropriate guide, he/she must have been employed prior to February first of the preceding year, and such employment must have been continuous.

2. Employees shall be notified of their contract and salary status for the ensuing year no later than June 30th. Such notice will be receipt of an annual employment contract or intent of such contract by June 30th or notice of termination by same date. The annual employment contract shall contain a thirty (30) day notice clause for resignation/termination.

3. MILEAGE

Those employees required to travel between schools as part of their regular assignment shall be reimbursed at the IRS rate.

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FULL TIME PARAPROFESSIONALS

1994-1995

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

F. BEREAVEMENT LEAVE

1. An employee shall be allowed the three (3) school days of absence directly following and including the death of a member of his/her immediate family.

"Immediate family" shall be understood to include the following: wife, husband, father, mother, child, sister, brother, grandmother, grandfather, grandchild, step-persons.

Any employee shall be allowed one (1) school day absence to include either the day immediately preceding the funeral and the day of the funeral and the day immediately following same, in the case of death of an uncle, aunt, niece, nephew, sister-in-law, brother-in-law, or father-in-law, mother-in-law, daughter-in-law or son-in-law.

The days allowed for absence because of death in the family shall be in addition to the days allowed for other excusable reasons.

In all cases of excusable absence, an employee shall receive the regular compensation for such period of absence, not exceeding, however, the maximum determined by preceding sections hereof.

G. INSURANCE COVERAGE

a. Health benefits including major medical insurance, provided by an insurance policy issued by connecticut General Life Insurance Company, (CG), and described in certificate identified as Group Policy Coverage, 2020535-01: Medical expense and in effect as of September 1, 1993. Said insurance is described in a booklet distributed to employees by the carrier and shall include family coverage where applicable.

b. Prescription drug insurance by an insurance policy issued by C.G., medical expense (prescription drug), 2020535-01 and in effect as of January 1, 1994. Said insurance is described in a booklet distributed to employees by the carrier. Prescription drug coverage shall be for the employee only.

H. 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/her membership in the Association and its affiliates, his/her participation in any collective negotiations with the Board, or his/her 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/she 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/her position, employment, or the salary or any increments pertaining thereto, then he/she 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/her and represent him/her during such meeting or interview.

4. Any suspension of any employee pending charges shall be with pay.

5. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

I. WORK YEAR

September 1st through June 30th, paid on a per diem basis.

J. WORK SCHEDULE/HOURS OF WORK

1. The daily work schedule of full time paraprofessionals shall be six (6) hours and forty-five (45) minutes for elementary school paraprofessionals and seven (7) hours for all other paraprofessionals.

2. In the event a full time paraprofessional is directed to work past the above number of hours, he/she will be compensated at straight time earnings for any additional time; except an employee who is required to travel on a bus with students who shall receive a stipend of \$8.45 per day.

3. In the event that a paraprofessional is required to spend more than one hour daily travelling on a school bus, including time waiting for a late bus, he/she shall be

compensated at straight time earnings for such additional time, the minimum compensation for such additional time shall be fifteen (15) minutes compensation at a rate of \$8.45 per hour.

4. On extended session days, each paraprofessional shall have a duty-free lunch of not more than thirty (30) minutes per day. On regularly scheduled days, current practice shall prevail.

ARTICLE VII

PROVISIONS APPLYING TO PART-TIME PARAPROFESSIONALS ONLY

A. 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 require 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 ke 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 discob the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is no inconsistent with the terms of this Agreement and the Associat has been given the opportunity to be present at such adjustmen and to state its views. Such informal settlement shall not be binding past practice on either party nor shall it be consider 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) school days of the date of the alleged occurrence.

b. END OF YEAR GRIEVANCE

In the event a grievance is filed in May or June and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, by consent in writing of both parties herein, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. In no manner shall this paragraph be construed to extend any grievance beyond the time limited by this article.

c. LEVEL ONE

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

d. 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) school days after presentation of the grievance, the aggrieved person shall file the grievance in writing within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner, to the Superintendent of Schools. Said grievance shall state all elements with as much specification as possible.

e. 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) school days after the grievance was delivered to the Superintendent of Schools, the aggrieved person shall within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, 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) scho

days from receipt of the decision of the Superintendent of Schools, and shall be convened within forty (40) calendar days after the request has been made. The Board shall render its decision within ten (10) days after receipt of the grievance, if no hearing is held, or within ten (10) school days after a hearing is held. The decision of the Board shall be final.

f. ADVISORY ARBITRATION

Within ten (10) school days after each 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/her 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/she 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 advisory in nature. Arbitration shall be available only for grievances relating to salary, insurance, employment procedures, sick leave, discharge and discipline.

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/herself, or at his/her 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.

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 therefore and shall be transmitted to all parties in interest and to the Association.

c. ADMINISTRATIVE DIRECTIVES

A grievant does not have the right to refuse to follow an administrative directive or a Board policy on the grounds that he/she 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 any statute or law of the State of New Jersey.

B. EMPLOYMENT PROCEDURES

Each employee shall receive an annual employment contract which shall contain a thirty (30) day notification clause for resignation/termination.

C. SALARY GUIDE

PART-TIME PARAPROFESSIONALS

1994-95

Hourly \$ 8.85

Any employee required to use his/her personal car when directed by the principal will be reimbursed at IRS rate.

D. WORK YEAR

September first (1) through June thirtieth (30), with pay at an hourly rate for all hours worked.

E. EMPLOYEES RIGHTS AND PRIVILEGES

Whenever any employee is required 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/her position, employment or salary, he/she shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.

During the school year posting of openings for new or existing full time positions shall be given to part-time employees and they shall be given an opportunity to apply.

ARTICLE VIII

PROVISIONS APPLYING TO CAFETERIA WORKERS ONLY

A. 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 VIII unless the aggrieved person shall formally institute the procedure called for in this Article within fifteen (15) school days of the date of the alleged occurrence.

b. END OF YEAR GRIEVANCE

In the event a grievance is filed in May or June and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced.

c. LEVEL ONE

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

d. 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) school days after presentation of the grievance, the aggrieved person shall file the grievance in writing within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner, to the Board's Business Administrator/designee. Said grievance shall state all elements with as much specification as possible.

e. 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) school days after the grievance was delivered to the Board's Business Administrator/designee, the aggrieved person shall within five (5) school days after a decision by the Board's Business Administrator/designee, or fifteen (15) school days after the grievance was delivered to the Board's Business Administrator/designee, 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) school days from receipt of the decision of the Board's Business Administrator/designee, and shall be convened within forty (40) calendar days after the request has been made.

Excepted from the limitation of one (1) hearing per contract year are grievances relating to seniority questions.

f. 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) school days after the grievance was delivered to the Board, provided no hearing has been requested, then the aggrieved person shall within five (5) school days after a decision by the Board, or fifteen (15) school 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) school days after the hearing decision, or fifteen (15) school 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.

g. ARBITRATION

Within ten (10) school 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/her 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 on the parties. In any matter related to the discipline and/or discharge, the arbitrator's decision shall be advisory in nature and not binding on either party.

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/herself, or at his/her 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 grievance involves any Rule or Regulation mandated by the Commissioner of Education or the laws of the State of New Jersey;

(4) In any matter for which a method of review is prescribed by law.

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/she 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 any statute or law of the State of New Jersey.

B. SALARY GUIDE

	<u>1993-94</u>
Cook Head of K H.S.	\$ 14.28
Cook Head of K M.S.	\$ 13.87
Cook Head of K Elem.	\$ 13.55
Cook HS/MS	\$ 12.34
Asst. Cook HS/MS Baker HS FacDining	\$ 11.72
General Worker	\$ 10.84

As of 9/1/94, the Board of Education is not directly employing any cafeteria workers. In the event there is a policy change and cafeteria workers are again employed by the Board, there shall be immediate salary negotiations for such employees with all agreements to be retroactive to the date of hire. Starting hourly wages shall not be less than 1993-94 wages set forth above.

Any cafeteria worker who was not offered employment after June 30, 1994 and who is not receiving health benefits either from the State or a pension plan, and who independently purchases health insurance (not including dental insurance), upon proof of payment of premium by the former employee to a health insurance carrier, shall be reimbursed by the Board as follows:

1. For the year September 1, 1994 through August 30, 1995, an amount equal to 75% of the actual premium paid.
2. For the year September 1, 1995 through August 30, 1996, an amount equal to 50% of the actual premium paid.
3. For the year September 1, 1996 through August 30, 1997, an amount equal to 25% of the actual premium paid.

The Board agrees to reimburse for the same type of coverage previously supplied by the Board to the employee as of June 30, 1994, i.e. individual coverage, husband-wife, family.

Application for reimbursement shall be made per year on a Board voucher form with copies of paid bills and proof thereof attached to the voucher.

TEMPORARY TRANSFER LANGUAGE

- a. If a person is temporarily transferred to a higher rated job, he/she shall receive the higher rate of pay. If a

person is temporarily transferred to a lower rated job, his/her rate of pay shall not be reduced.

b. The pay in the higher rated job shall be at the minimum rate for that job as specified in the salary guide but in no case shall it be less than \$0.15 per hour above the person's previous salary in the lower rated job.

C. SENIORITY

1. The seniority of the cafeteria workers covered by this Agreement shall be based on their original date of hiring.

2. Before any new employees are hired, employees on layoff shall, in accordance with seniority, be offered the available job to be filled, provided they are able to do and perform the work as determined by the Board or its designated administrator. 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.

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

d. If the employee fails to report for 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.

D. 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 the Association or as a delegate to attend a special meeting or a convention. In no event shall an employee receive more than five (5) days for such absence.

c. Military leaves as granted provided by law.

2. BEREAVEMENT

a. Seven (7) consecutive days off without loss of pay for the death of immediate family member which shall be defined as: mother, father, sister, brother, child, wife, husband, grandmother, grandfather and grandchild.

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

3. JURY DUTY

a. 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/her regular daily earnings for such time spent in jury service if the affected employee has requested in writing a delay in such duty to a time when school is not in session and such request has been denied. Documentation of such request shall be provided to the Superintendent.

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

4. ACCUMULATIVE SICK LEAVE

a. 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. The Board may require acceptable medical evidence substantiating any illness resulting in absence.

b. 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.

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

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

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

(3) The Board agrees that it shall provide to each employee covered under this Contract a written record of accumulated sick days of salary for the year, no later than September 30th of each calendar year.

d. The employees covered by this contract shall receive, upon service retirement or disability retirement, in accordance with the pension fund, a lump sum payment, equivalent to a sum equal to: one-third of the accumulated sick days times the subrate in the final year of employment times hours of normally scheduled work day. The current subrate shall be \$4.25 per hour.

E. INSURANCE PROTECTION

1. The Board shall provide each permanent employee that qualified therefor with the same health care insurance as is presently in effect for said employee in the Linden School System. No employee who works less than twenty (20) hours each week on a full time basis will be afforded such coverage. It is agreed by and between the parties hereto that if two (2) or more members of the same family are employed by the Board of Education one said member will agree to be deleted from hospitalization and health care insurance.

2. The Board shall provide, at its expense a Family Dental Plan for all employees covered in paragraph 1 above and where appropriate, their dependents.

3. Each employee shall be enrolled for all benefit entitlements presently provided in their service categories.

4. A six thousand (\$6,000.00) dollar life insurance policy shall be provided for employees covered by this contract as may be eligible under state law, which is now believed to be those working at least 20 hours per week. Said life insurance policy shall terminate with the termination of employment.

5. The Board shall provide, at its expense, what is commonly referred to as a prescription plan, which plan shall offer coverage equal to or greater than the coverage for the 1978-80 school year. The coverage will also provide that the employee will be responsible for \$1.50 co-pay, regardless of any increased cost to the Board, if any.

G. 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/her membership in the Association and its affiliates, his/her participation in any collective negotiations with the Board, or his/her 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/she 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/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be give 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/her and represent him/her during such meeting or interview.

4. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

5. Any criticism by a supervisor, administrator or Board member of an employee shall be made in confidence and not in the presence of students, parents, other employees or at public Board meetings.

G. WORK YEAR

The Board shall guarantee a minimum of 170 work days for each school year.

H. WORK SCHEDULE/HOURS OF WORK

1. The present hours of work and lunch period for all employees covered by this Agreement shall remain in effect. Any changes must be negotiated with the Association.

2. The emergency call in policy for the Cafeteria Department heads of Kitchen shall be governed as follows:

One and one-half time for emergency recall with guarantee of two hours of work or pay for two hours if recalled for less than two hours. (Recall assumes the employee has left the premises.)

3. Overtime Pay at one and one-half time for:

a. Any required work beyond eight hour day. (Exclusive of volunteer work.)

b. For any required Saturday, Sunday or holiday work.

4. Cafeteria workers will not be required to pick up or deliver money.

5. Inventory problems shall be reviewed administratively and changes made where appropriate.

6. The Board can hire other workers for additional time and duties or for night or special functions if bargaining unit members do not volunteer.

7. The Board in its discretion may terminate the school breakfast program in any school or schools it deems necessary to do so.

I. 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 conditioned upon the Association representative registering at the office with the Board Officer or other person in charge, and advising of the purpose of his/hers 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.

J. 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 cafeteria personnel; the right to hire students as part of a student work program which shall schedule students to do and perform 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 or all salary increments or adjustments in rate range, if in the Board's determination any of the aforesaid Personnel do not merit the increment or adjustment in rate range.

e. The right to schedule employees to attain maximum productivity.

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 conformance with the laws of the State of New Jersey, the Constitution and laws of the United States.

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.

K. DISCHARGES AND DISCIPLINE

1. a. All new employees shall be put on probation for a period of sixty (60) days from their date of hire, during which time they shall not receive any holiday, vacation, sick leave, leave of absence, bereavement time off, or welfare benefits provided for by the within Agreement. After successfully completing the sixty (60) days probationary period, all new employees shall be entitled to receive the aforesaid benefits retroactive to the date of hire, except, however, insurance benefits will go into effect as provided for by the customary practice that exists between the Board of Education and its insurance carriers.

b. Any employee's employment rights shall be as determined by the Tenure Laws of the State of New Jersey in such case made and provided.

c. After an employee has received tenure, he/she shall not be discharged, disciplined or suspended without just cause.

2. 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.

3. 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 President as soon as possible.

L. 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.

M. SAFETY AND PROTECTIVE CLOTHING

1. The Board shall establish, promote and enforce a Safety Program to safeguard the health, life and limb of its employees and to properly maintain its equipment in such manner which will insure safe operation.

2. Employees will not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be cause for discipline.

3. The Board shall continue to supply the employees tools, uniforms, etc., and other protective clothing or equipment

necessary in the performance of their duties. Uniform reimbursement shall be up to \$70 for the duration of this agreement.

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

5. The Board shall place in each kitchen a first aid kit of appropriate size.

6. The Board shall place portable fans in all kitchens where needed.

N. MISCELLANEOUS

1. An employee who is transferred for disciplinary reasons 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. Cafeteria jobs temporarily vacated due to illness or other excusable absences, are to be filled first by permanent employees where sufficiently qualified, before temporary or substitute help is utilized.

3. 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.

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

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

6. 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 an error is corrected within 90 days from the date of discovery.

O. 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. The decision of the Board regarding this subject shall be final. 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.

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/her grievance within ten working days 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 60 days on a trial basis in order to determine his/her ability to perform the work in a satisfactory manner as determined by the Board in its absolute discretion. Any new employee shall hold his/her job for a period of 60 days on a trial basis, the same as an employee whose application is accepted.

ARTICLE IX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1995, subject to the Association's right to negotiate over a successor Agreement in accordance with Article II hereof. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

LINDEN EDUCATION ASSOCIATION

LINDEN BOARD OF EDUCATION

DENNIS GRIECO, President

ALVIN COPLAN, President

, Secretary

ANTHONY DEL SORDI, Secretary