

## AGREEMENT BETWEEN

The Linden Education Association

AND

The Linden Board of Education (Employer)  
County of (Union,) N.J.

For:

1. Board Cafeteria Workers
2. ECIA Chapter I Aides
3. Classroom Aides
4. Part-Time Aides

July 1, 1988 - June 30, 1991

## 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. ECIA Chapter I Aides
3. Classroom Aides
4. Part-Time Aides-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 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

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 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

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 indentify, 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.

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 has 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

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 fifty (50) 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 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 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.

### 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 AIDES 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

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 appropriate principal, director or supervisor, either directly or through his 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 (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 with 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

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 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 has instituted a grievance.

**d. SEPARATE GRIEVANCE FILE**

All documents, communications and records dealing



### 3. MILEAGE REIMBURSEMENT

Those employees required to travel between schools as part of their regular assignment shall receive a stipend of \$55.00 per year.

#### C. SALARY GUIDE

	1987-88	1988-89	1989-90	1990-91
Step 1	33.50	38.50	1. 43.75	1. 49.75
2	35.50	40.50	2. 46.00	2. 52.00
3	37.00	41.50	3. 48.25	3. 54.25
4	40.00	44.50	4. 50.50	4. 56.50
5	42.50	47.00	5. 52.75	5. 58.75
			Max 52.75	Max 58.75
				Max 58.75

1. Full-time aides 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 area 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. BEREAVEMENT LEAVE

1. An employee shall be allowed up to three paid workdays' leave per year for bereavement in the immediate family per incident. "Immediate family" shall be understood to include the following: wife, husband, father, mother, child, sister, brother, grandmother, grandfather, grandchild.

2. An employee shall be allowed one workday's paid leave for bereavement of a relative of a second degree. (Only one such paid day yearly.) Relative of a second degree shall include: uncle, aunt, niece, nephew, sister-in-law, brother-in-law, father-in-law, or mother-in-law.

#### F. INSURANCE

affiliates.

**H. WORK YEAR**

**1. FULL-TIME AIDES**

September first (1) through June thirtieth (30), paid on a per diem basis.

**I. WORK SCHEDULE/HOURS OF WORK**

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

2. In the event a full-time aide 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, shall receive a stipend of seven (\$7.00) dollars per day.

3. In the event that an aide is required to spend more than one hour daily traveling 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 seven (\$7.00) dollars per hour.

**ARTICLE VII**

**PROVISIONS APPLYING TO PART-TIME AIDES 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 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

**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 with 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.

**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.

**5. MISCELLANEOUS**

**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.

**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**

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 Administrator, 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

a. 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, 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 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

writing, setting forth the decision and the reasons therefore 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 any statute or law of the State of New Jersey.

B. SALARY GUIDE

<u>Job Title</u> <u>Money</u> <u>Zyrs.</u>	<u>Location</u>	<u>Min-Max</u> <u>1988-89</u>	<u>Min-Max</u> <u>1989-90</u>
Cook (Hd. of K.)	H.S.	9.73 - 10.75	10.51 - 11.61
Cook (Hd. of K.)	M.S.	9.53 - 10.43	10.29 - 11.26
Cook (Hd. of K.)	Elem.	9.16 - 10.20	9.89 - 11.02
Cook	H.S./M.S.	8.48 - 9.29	9.16 - 10.03
Ass't. Cook Baker, H.S. Faculty Dining Room Worker	H.S./M.S.	8.02 - 8.82	8.66 - 9.53
General Workers	All Schools	7.37 - 8.15	7.96 - 8.80

1. Overtime shall be paid at the rate of time and a half.
2. Two paid Holidays- Christmas and Thanksgiving.
3. An employee who works a full school year in grade shall be then placed at the maximum rate established for that position.

without notifying his 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 for 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 a Local 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**

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 schedule work day. The current subrate shall be \$4.25 per hour.

#### E. INSURANCE

1. The Board shall provide each permanent employee that qualified therefore 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) 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 1979-80 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.

#### F. 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 concerned 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 employees 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



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 Union 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.

#### 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

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 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 performance of their duties. Uniform reimbursement shall be up to \$60 for 1986-87 and up to \$70 for 1987-88.
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. MISCELLANIOUS**

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 grievance within ten work 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 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 60 days on a trial basis, the same as an employee whose application is accepted.

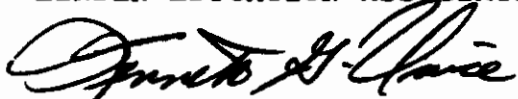
#### ARTICLE IX

##### Duration of Agreement

This Agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1991, (Cafeteria Workers July 1, 1988-June 30, 1990 for salaries), 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

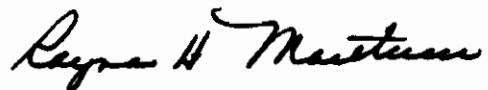


KENNETH G. UNICE, PRESIDENT



ELIZABETH A. OGURECK SECRETARY

LINDEN BOARD OF EDUCATION



RAYNA MARTUCCI, PRESIDENT



ANTHONY DEL SORDI, SECRETARY