

AGREEMENT

BY

AND

BETWEEN

THE TEANECK BOARD OF EDUCATION

AND

TEAMSTERS LOCAL 97 OF NEW JERSEY

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA

Effective July 1, 2010

through June 30, 2013

FINAL: July 25, 2011

**EXTRACT FROM THE MINUTES OF A MEETING OF THE
BOARD OF EDUCATION OF THE TOWNSHIP OF TEANECK,
BERGEN COUNTY, N.J. AS RECORDED IN THE
OFFICIAL MINUTE BOOK**

The Board of Education of the Township of Teaneck in the County of Bergen, New Jersey, convened in public session Wednesday, November 9, 2011, at 8:03 p.m. in the Cheryl Miller-Porter Student Center at Teaneck High School, 100 Elizabeth Avenue, Teaneck, New Jersey.

The following members of the Teaneck Board of Education were present:

Dr. David Diuguid, Mrs. Margot Embree Fisher, Dr. Henry Pruitt Mrs. Gervonn Rice, Mr. Sebastian Rodriguez, Mr. Howard Rose, Mrs. Clara Williams and Dr. Ardie Walser

The following members were absent: Mr. Herbert Burack

Finance & Budget #81

On a motion by Dr. Diuguid seconded by Mr. Rodriguez the Board, by roll call vote of the members present, the board approved the following resolution:

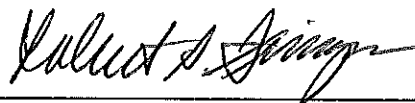
that the Board approve the **collective bargaining agreement/contract** with the International Brotherhood of Teamsters – Local 97 for the period July 1, 2010 through June 30, 2013 and authorizes the Board President and Board Secretary to sign the contract.

ROLL CALL:	AYES:	8
	NAYS:	0
	ABSTAIN:	0

STATE OF NEW JERSEY)
COUNTY OF BERGEN)

I, Robert S. Finger, Secretary of the Board of Education of the Township of Teaneck, in the County of Bergen, State of New Jersey, hereby certify that the foregoing extract from the minutes of the meeting of the Teaneck Board of Education duly called and held on Wednesday, November 9, 2011 has been compared by me with the original minutes as officially recorded in my office in the minute book of said Teaneck Board of Education and is a true, complete copy thereof and of the whole of said original minutes so far as the same relate to the subject matter referred to in said extract. In witness I have hereunto set my hand and affixed the corporate seal of the Teaneck Board of Education this 10th day of November, 2011.

SEAL



Robert S. Finger, CFE, CGFM
Business Administrator/Board Secretary

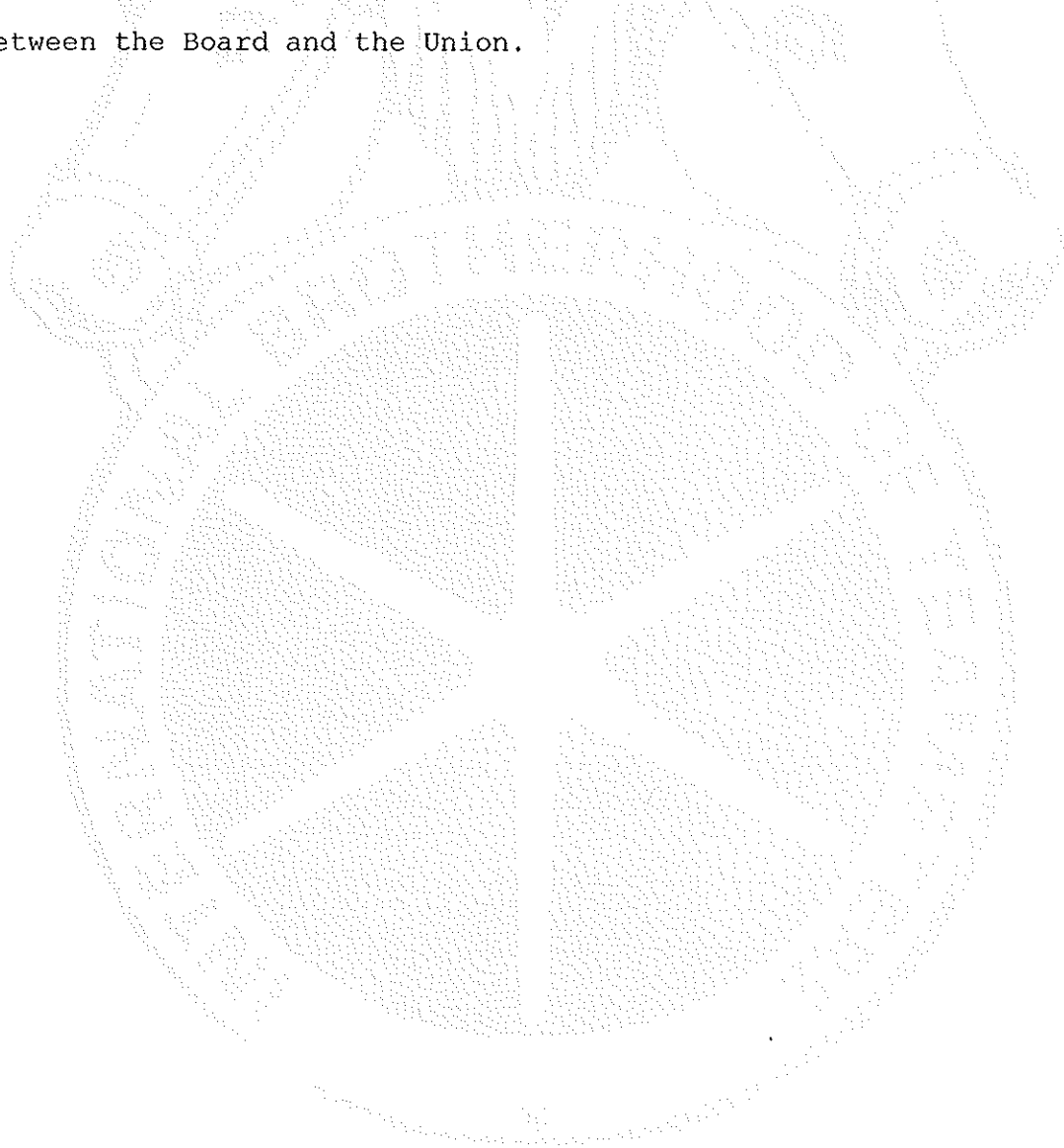
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ARTICLE I

PREAMBLE

This Agreement entered into this 25th day of July, 2011 by and between the **TEANECK BOARD OF EDUCATION** (hereinafter referred to as the "Board") and **LOCAL 97, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA** (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Board and the Union.



ARTICLE II
RECOGNITION

The Board recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment, within the purview of N.J.S.A. 34:13A-5.1 et seq., for non-certified employees regularly employed by the Board as laborers, landscapers and custodial employees, and maintenance mechanics. The Supervisor of Maintenance, the Superintendent of Operations, other supervisors including but not limited to Area Coordinators and Assistant Area Coordinators, confidential employees, managerial executives, and all other employees of the Board shall not be included in the negotiations unit.

ARTICLE III

GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union on behalf of an individual or group of individuals or the Board.

B. The term "grievance" and the procedure established for the processing of a "grievance" shall not be deemed applicable in the following instances:

1. In matters not covered by the terms of this Agreement;
2. In matters of initial salary guide and salary step determination and assignments;
3. In matters of job transfers or assignments;
4. In matters of selection for promotion;
5. In matters where the Board or its representatives are without authority to act;
6. In matters involving probationary employees, including dismissal.

C. PROCEDURE

1. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. Whenever the employee appears with a representative, the Board or its representatives shall have the right to designate a representative to participate in any step in the grievance procedure.

2. An employee shall not lose pay for time spent during his regular working hours at the following steps of the grievance procedure.

3. Saturdays, Sundays, and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.

4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

5. The time limits specified in Section D may be adjusted by mutual consent of the parties.

6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

D. STEPS

1. An employee having a grievance shall present it to his Superior within five (5) working days after the occurrence of the event from which the grievance arises. An answer will be submitted within three (3) working days. Any grievance not presented within five (5) days, shall be deemed abandoned, unless the parties by mutual agreement consent to an additional period of time.

2. If the employee is not satisfied with the answer, the grievance shall be put in writing specifying:

a. the nature of the grievance, including the facts giving rise to the grievance, the contract provisions alleged to have been violated and the names of the employees affected;

b. the results of the discussion with the Supervisor;

c. the basis of dissatisfaction with the determination, signed by the employee and presented to the next

administrative level, with a copy to the Supervisor, within three (3) working days. An answer will be submitted, in writing, within five (5) working days, after a hearing involving all parties.

3. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal in writing, within three (3) working days thereafter, to the School Business Administrator/Board Secretary with copies to the last administrator who rendered a decision and the Supervisor. An answer will be submitted within five (5) working days after a hearing involving all parties.

4. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal in writing, within three (3) working days thereafter, to the Board, with copies to all administrators and supervisors who rendered a decision on the grievance. An answer will be submitted within twenty (20) calendar days after a hearing involving all parties.

5. If the employee is dissatisfied with the answer, or in the event no answer is received within twenty (20) calendar days, the employee will have the right to appeal within five (5) working days as follows:

a. In grievance matters covered under N.J. Statutes 18A, or interpretations or adjudications thereof, the appeal must be made to the N.J. Commissioner of Education.

b. In grievance matters not covered under (a) preceding, the appeal shall be in the form of a request for binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission.

(1) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her by those involved in the grievance.

(2) In formulating his decision, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Commissioner of Education, the State Board of Education and the courts.

(3) Only one (1) issue shall be submitted in any case before an arbitrator except by mutual written consent.

(4) The cost for the services of the arbitrator shall be borne equally between the Board and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

6. In the event of an order, ruling or determination by a party other than the immediate Supervisor, any grievance would start with the person making such order, ruling or determination, to wit:

1. Administrator in charge
2. School Business Administrator/Board Secretary
3. Board of Education.

7. Board grievances shall be presented within five (5) working days after the occurrence of the event from which the grievance arises. These grievances shall be filed directly with the Executive Board of the Union and in the event the matter is not resolved within twenty (20) working days, the matter shall proceed to binding arbitration as provided in paragraphs 5.b and c.

ARTICLE IV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out, job action or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Union member or other individuals covered by this contract, shall entitle the Board to terminate the employment of such employee or employees.

C. The Union agrees that it will do everything in its power to prevent its members from participating in a strike, work stoppage, slowdown, or other activity aforementioned, or support any such action by any other employee or group of employees of the Board and that the Union will publicly disavow such action, and order all such members who participate in such activities to cease and desist from same immediately and to return to work and take such other steps as may be necessary

under the circumstances to bring about compliance with the Union's order.

D. The Union further agrees that it will not cause, engage in, sanction or encourage or assist in any strike or similar action or conduct on the part of the students.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE V

MANAGEMENT/BOARD'S RIGHTS

The Board reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

A. To direct employees of the school district.

B. To hire, promote, transfer, assign and retain employees in position in the school district, and to suspend, to demote, discharge or take other disciplinary action against employees for just cause (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal Agency regarding these matters.

C. To maintain the efficiency of the school district operations entrusted to them.

D. To determine the methods, means and personnel by which such operations are to be conducted, subject to the applicable laws and decisions of any State or applicable Federal Agency.

E. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitations, all of the powers, rights, authority, duties and responsibilities conferred and vested in it, by the

laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.

F. Nothing in the above shall limit the Union directly or indirectly in its duty to fairly represent the membership of the Union and to present: grievances, proposals, counter-proposals, and to negotiate with the Board on wages, hours and other terms and conditions of employment.

ARTICLE VI

UNION RESPONSIBILITIES

A. The Union shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

B. It is the responsibility of the Union, its members and its representatives, to carry out administrative directions regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article III, if it is felt any such directive or policy is in conflict with the express terms of this Agreement.

ARTICLE VII

PROBATION

A. All employees shall be considered as probationary employees during the first 180 days of employment. The probation period may be extended, at the sole discretion of the Board, for up to an additional 180 days.

B. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the grievance procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.

C. If a probationary employee quits or is discharged prior to completing his probationary period, s/he shall not be entitled to any earned vacation time.

ARTICLE VIII

BLACK SEAL LICENSE

A. All custodial personnel must obtain as a condition of their employment and prior to the conclusion of the first calendar year of employment, a Black Seal boiler operator's license.

B. The employee shall pay any initial or renewal license fees.

C. The employee shall present the license or license renewal to the Supervisor who shall record the pertinent information therefrom and forward it to the administrator in charge.

D. Obtaining the Black Seal license is the direct responsibility of the employee. The Supervisor and other personnel will cooperate with the employee, by reasonable adjustment of work schedules, etc., in order to enable the employee to attend school and take the examination.

ARTICLE IX
EVALUATION PROCEDURE

A. Observations of work performance of custodial and maintenance personnel shall be conducted by the Supervisors. Such observations shall be conducted openly.

B. Written evaluations shall be prepared for each employee not less frequently than one (1) time per year. The employee shall be given a copy of each evaluation.

C. An employee may request and shall be granted a conference with his/her Supervisor and, upon the employee's request, a Union representative, to discuss the evaluation. Such a conference shall be granted within ten (10) working days.

D. The employee is required to sign his/her evaluation form at the time he/she receives his/her copy. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.

E. Evaluations shall become part of the permanent personnel file of each employee.

F. The evaluations shall be part of the basis upon which a determination shall be made regarding the employee's annual salary increment and/or adjustment.

G. Evaluations shall be done for probationary employees prior to the conclusion of their probation period. This is in addition to any other evaluations. This evaluation shall be a

part of the basis upon which a determination shall be made regarding the regular employment of the probationary employee.



ARTICLE X

JOB OPENINGS, TRANSFERS AND PROMOTIONS

A. Employees shall be notified and may apply for all job openings, transfers and promotions.

1. Employees shall be notified through the posting of a notice on the custodial and maintenance bulletin boards.

2. Interested employees must notify the specified individual within five (5) working days after the posting of the notice.

B. Nothing in the foregoing shall restrict the right of the Board to advertise outside the school system for applicants.

C. When management, in its discretion, has determined that the finalists are equally qualified, consideration shall be given to the applicant with employment seniority. The parties recognize that the ultimate responsibility for making all appointments rests with the Board and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

D. The administrator in charge shall have the right to assign any personnel to fill any position or perform any work task on a temporary basis.

E. The administrator in charge shall have the right to make any changes in job schedules or work routines as he may determine necessary for the best functioning of the Department.

ARTICLE XI

SALARY REGULATIONS

A. Placement on the proper salary guide and step will be determined at the time of employment.

B. In determining such guide and step placement, the Board shall grant credit for similar work experiences outside the school system.

C. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

1. Business Administrator/Board Secretary shall have the power to recommend the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

2. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance Procedure.

D. Employment and reemployment of custodial and maintenance personnel shall be on the basis of one (1) year or less.

E. From July 1, 2010 to June 30, 2011, longevity salary payments indicated on the salary guide are paid under the following conditions:

1. Only for full-time completed years of service as a member of the Teaneck Board of Education custodial or maintenance staffs. No outside or other department experience may be recognized.

2. Complete years of service will be determined as of July 1st each year.

3. The appropriate per annum longevity salary payment indicated on the salary guide shall be added to the salary guide step salary and paid as part of the school year contract salary approved for the individual.

F. As of July 1, 2011, longevity stipends will be eliminated for each of the remaining two years of the Agreement.

G. Employees hired after June 30, 2010 shall not be eligible for longevity.

ARTICLE XII

HOURS OF WORK AND OVERTIME

A. The regular work week shall consist of five (5) days of eight (8) hours each, for a total of forty hours. Effective April 1, 1999, the regular work week for all employees shall be established at the current first shift norm of eight and one-half (8-1/2) hours, including a one-half (1/2) hour duty-free lunch. Work in excess of forty hours in a week shall be compensated at overtime rates as set forth elsewhere in this Article.

B. Shift Assignments

1. Management shall have the right to schedule employees for the various existing work shifts as it, in its sole discretion, determines will best serve the needs of the school district. Employees shall be given one (1) week advance notice of assignment to a different existing shift. For purposes of this section, a periodic assignment of Maintenance personnel to a shift beginning at the end of the pupil day shall be considered an existing shift schedule.
2. Management shall have the right to establish new work shifts and assign employees to those shifts as it, in its sole discretion, determines to best serve the needs of the school district, subject to the following limitations:

- a. Employees shall be given three (3) weeks notice of assignment to a newly created work shift if the new shift involves Saturday and/or Sunday work.
- b. Employees shall be assigned to new work shifts involving Saturday and/or Sunday work in the following manner:
 - i. Management shall first request volunteers for assignment to new work shifts involving Saturday and/or Sunday work. Such requests for voluntary assignment to new work shifts shall be honored first if management determines that the applicants are qualified for the assignments.
 - ii. In the event that a sufficient number of qualified employees fail to volunteer, then the Administration thereafter may assign qualified employees to new work shifts on an involuntary basis. Any such involuntary assignment shall be made in inverse order of seniority (i.e., employees with the least seniority being selected first) among qualified personnel, provided, however, that this seniority limitation shall be eliminated for all employees hired after March 31, 1998.

C. Overtime work shall be offered to employees according to a rotation schedule and procedure as follows:

1. Custodial Personnel

Overtime shall be deemed to be scheduled if the activity for which such overtime is necessary is posted at least 48 hours in advance. Overtime shall be deemed to be non-scheduled if such overtime is made necessary by the failure of another employee to report for duty, by an emergency or other situation requiring immediate action, or if the activity for which such overtime is necessary is not posted at least 48 hours in advance.

a. A list of custodial employees shall be prepared by the Supervisor and posted for each building on the basis of most senior employee to least senior. This list shall be revised and updated with each change in personnel in a building. Seniority will be based on time in the school system as a member of the custodial staff.

b. Overtime opportunities will be offered to each employee on the list in a straight, continuous rotation system, regardless of the type or length of overtime involved. The employee may accept or reject the overtime opportunity.

c. If accepted, the next overtime will be offered to the next person on the list.

d. If rejected, the overtime is offered to the next person.

e. If all employees in a school reject the overtime opportunity, the Supervisor shall return to the first employee offered the overtime, and direct him/her to work. The employee may not refuse.

f. Employees who refuse scheduled overtime two (2) consecutive times, will be automatically deleted from the overtime rotation list. They will not be eligible for overtime rotation unless the Supervisor approves or directs their reinstatement to the list.

g. Employees shall be given a minimum of 48 hours' notice of scheduled overtime. Employees shall be given, whenever possible, a minimum of 24 hours' notice of non-scheduled overtime. In an emergency or a situation requiring immediate action, the time period may be shorter. If notice of non-scheduled overtime is not given within the 24-hour period (except emergencies or other immediate situation), an employee may, for reason, refuse the overtime. Such refusal shall not count towards the number of refusals specified in paragraph C.1.f. During the summer period (July 1 - August 31) the aforementioned time period will be 36 hours.

h. Nothing shall bar a Supervisor, in the event all employees in a building refuse the overtime, and the Supervisor does not wish to avail himself/herself of his/her

right to direct an employee to work the overtime, from obtaining the services of another employee in the school system to work the overtime.

i. Grievances concerning the selection or assignment of personnel to overtime work, or placement on the overtime roster, shall terminate at the Board level and may not be appealed to arbitration.

2. Maintenance Personnel

Overtime shall be deemed to be scheduled if the activity for which such overtime is necessary is posted at least 48 hours in advance. Overtime shall be deemed to be non-scheduled if such overtime is made necessary by the failure of another employee to report for duty, by an emergency or other situation requiring immediate action, or if the activity for which such overtime is necessary is not posted at least 48 hours in advance.

a. A list of maintenance personnel shall be prepared by the Supervisor and posted for each department on the basis of seniority.

b. The procedure for offering overtime opportunities is the same as that for custodial personnel.

c. If all employees in a department reject the overtime opportunity, the Supervisor shall return to the first

employee offered the overtime and direct him/her to work. The employee may not refuse.

d. Employees who refuse overtime two (2) consecutive times, will be automatically deleted from the overtime rotation list. They will not be eligible for overtime rotation unless the Supervisor approves or directs their reinstatement to the list.

e. Employees shall be given a minimum of 48 hours' notice of scheduled overtime. Employees shall be given, whenever possible, a minimum of 24 hours' notice of non-scheduled overtime. In an emergency or a situation requiring immediate action, the time period may be shorter. If notice of non-scheduled overtime is not given within the 24-hour period (except emergencies or other immediate situation), an employee may, for reason, refuse the overtime. Such refusal shall not count towards the number of refusals specified in paragraph C.2.d. During the summer period (July 1 - August 31) the aforementioned time period will be 36 hours.

f. Nothing shall bar a Supervisor, in the event all employees in a building refuse the overtime, and the Supervisor does not wish to avail himself/herself of his/her right to direct an employee to work the overtime, from obtaining the services of another employee in the school system to work the overtime.

g. Grievances concerning the selection or assignment of personnel to overtime work, or placement on the overtime roster, shall terminate at the Board level and may not be appealed to arbitration.

D. 1.(a) Employees may request, in writing, to be taken off the overtime rotation list for their building or department. They shall remain off the list and not be offered overtime until such time as they request, in writing, to be reinstated on the list. These employees are not exempt from emergency overtime and may, at the discretion of the Supervisor, be required to perform such overtime work.

1.(b) Effective April 13, 1999, employees who have been the subject of disciplinary action, including a written reprimand, fine, suspension, or increment withholding, may at the discretion of the Business Administrator, be removed from the overtime rotation list for a period of up to three (3) months. Management may still assign overtime work to employees removed from the overtime rotation list if circumstances require.

E. An employee who has been the subject of disciplinary action within the preceding six (6) months may be denied opportunities for overtime work. A negative evaluation received within the preceding six (6) months may be used as a basis for denying opportunities for overtime work if the evaluation has been reviewed and approved by the Business Administrator.

F. OVERTIME RATES

1. The normal hourly rate of employees shall be calculated by: annual salary divided by 2080 hours in the case of full-time personnel, or prorated equivalent in the case of part-time personnel.

2. Monday through Friday -- Overtime performed during the period beginning midnight Sunday and ending midnight Friday, shall be compensated at one and one-half times the normal hourly rate.

3. Saturday and Sunday - From July 1, 2010 until June 30, 2011, overtime performed during the period beginning midnight Friday and ending midnight Sunday, shall be compensated at two times the normal hourly rate. As of July 1, 2011, overtime performed during the period beginning midnight Friday and ending midnight Sunday, shall be compensated at one and one-half times the normal hourly rate for the remaining two years of the Agreement.

4. Holidays -- Overtime performed during the 24-hour period beginning and ending at midnight on a day listed as a holiday pursuant to Article XIV, shall be compensated at the normal hourly rate for the holiday as such, and two times the normal hourly rate for the hours worked. From July 1, 2010 until June 30, 2011. As of July 1, 2011, overtime performed during the 24-hour period beginning and ending at midnight on a day listed as a holiday pursuant to Article XIV, shall be compensated at

the normal hourly rate for the holiday as such, and one and one half times the normal hourly rate for the hours worked for the remaining two years of the Agreement.

G. GENERAL CONDITIONS

1. Supervisors shall arrange for overtime assignments not later than the working day following the day the Supervisor is informed of the need for overtime work.

2. Overtime will be defined as that period of time occurring before or after an employee's normal assigned working time, or any time on days when the employee is not scheduled to work.

3. No overtime work may be performed or compensated for unless it has been authorized and approved by the Supervisor.

4. In situations involving absence of employees for periods not exceeding two (2) days, regular employees shall be provided an overtime work opportunity to perform all or part of the absent employees' work as may be determined by the Supervisor.

5. In situations involving absence of employees for periods exceeding two (2) days, the Supervisor shall make provision for completing the absent employee's work, in full or part, by whatever means the Supervisor determines in his/her best judgment.

6. The Board agrees to four (4) hours minimum overtime if an employee is called back to work for an emergency situation unless the call back is contiguous to the work day, in which case there shall be no minimum overtime. Additional pay for call back will not be applicable should an employee not have forty (40) hours of work during the week due to unauthorized leave time.

H. OTHER

1. Effective April 1, 1999, employees on the second shift who work "single-custodian shifts" when the building is in use shall be paid for the additional one-half (1/2) hour per day. The additional two and one-half (2-1/2) hours per week shall be paid at the overtime rate of pay.

ARTICLE XIII

VACATIONS

A. Employees shall be entitled to earned vacation time to be taken any time during the year subject to the approval of the Supervisor and administrator in charge.

B. Earned vacation time shall be determined according to the following schedule:

1. Complete Years of Employment

Years 1 through and including 4
* 10 working days per year

Years 5 through and including 7
* 15 working days per year

Years 8 and subsequent years
* 20 working days per year

* Earned vacation

2. The date for determining an employee's complete year of employment and earned vacation time, shall be the date of initial employment and annually thereafter.

3. In the case of employees employed prior to July 16, 1972, the determination date shall be July 1.

4. Except in the instances recommended by the Supervisor, and approved by the administrator in charge, earned vacation time may not be taken prior to the completion of a complete year.

5. Probationary employees do not earn vacation time until the probation period is completed and they are recommended for regular employment, in which case Paragraph 2 of this article shall apply.

6. Employees who quit or are discharged (excluding probationary employees) will have their date of termination adjusted to include a terminal earned vacation period. At the discretion of the Board, payment may be made to the employee in lieu of the terminal earned vacation period.

7. Earned vacation time will be prorated on the basis of annual earned vacation divided by twelve (12) times the number of full months worked. Complete days will be taken as earned vacation time. Fractional days will be paid in salary by fractional day times eight (8) hours times normal hourly rate.

C. The Board agrees to buy back, in lieu of vacation time, two weeks (10 days) of earned vacation time upon application by the employee. The decision to buy back is solely the Board's based upon the Board's need to have the employees work.

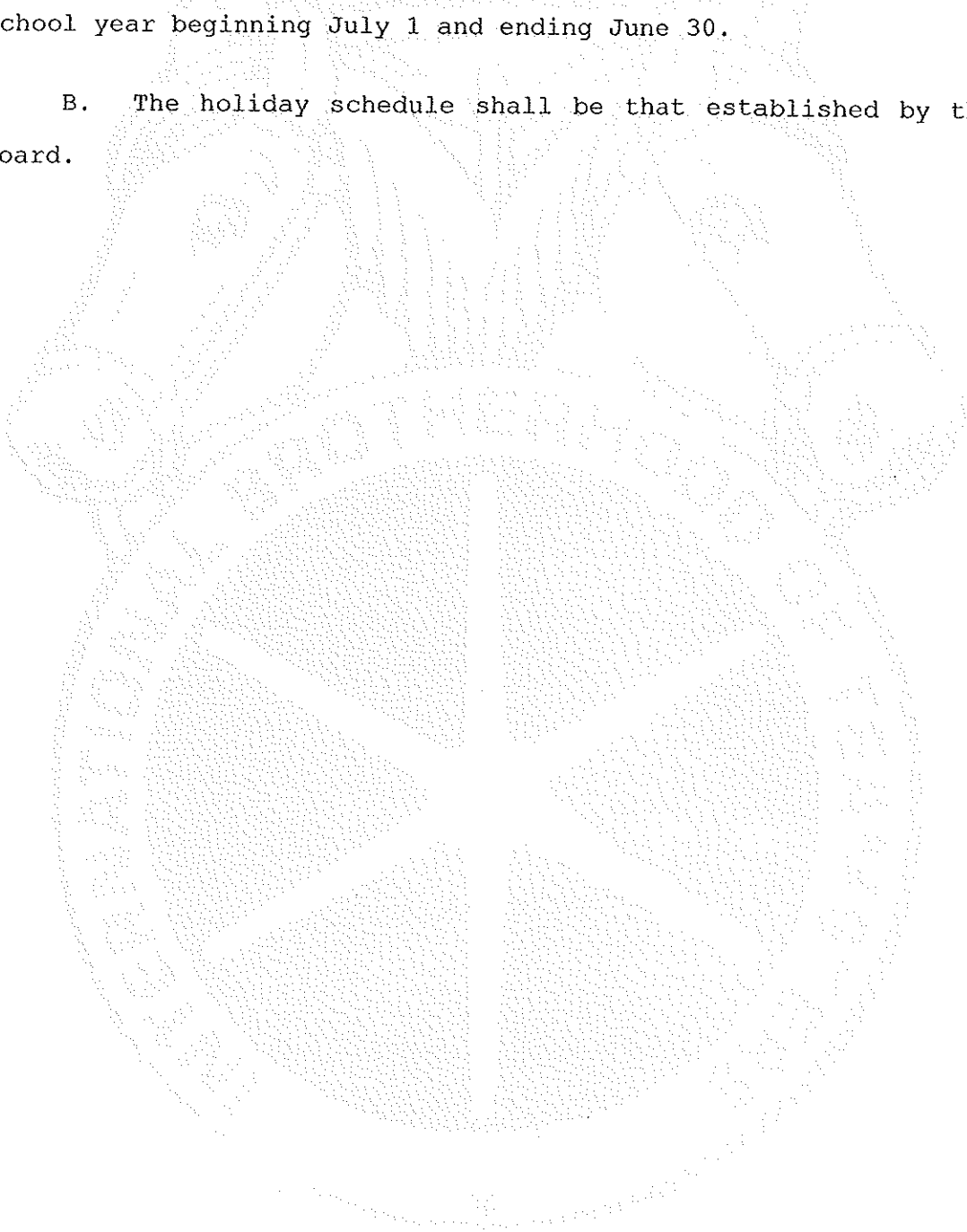
D. Vacation earned during the year must be used, provided, however, that employees shall be permitted to carry over a maximum of five (5) days of accrued vacation leave into the following year. However, if it is not permitted to be used by management, then it is eligible for payment under Section (C) or to be accumulated for future years, subject to management's discretion.

ARTICLE XIV

HOLIDAYS

A. There shall be fifteen (15) paid holidays during the school year beginning July 1 and ending June 30.

B. The holiday schedule shall be that established by the Board.



ARTICLE XV

SICK LEAVE

A. Sick leave shall be granted to employees under the provisions of N.J.S.A. 18A:30-1, 18A:30-2, 18A:30-2.1, 18A:30-3 and 18A:30-4 and as modified by the terms of this contract article as hereinafter indicated.

B. Management may require a doctor's certificate in the event of an absence for sick leave whenever the absence is for a period of three (3) or more consecutive days or at any time when the School business Administrator or his/her designee believes that there may have been an abuse of sick leave. In such cases, a doctor's certificate may be required for the period of absence in question and/or future similar absences in order to receive salary for the period of such absences.

C. The doctor's certificate, when required, shall state:

1. the patient's name;
2. inclusive dates of absence from work;
3. the medical reasons necessitating the absence, and
4. that the employee did not come to work at the specific direction of the attending physician.

D. All full-time twelve-month personnel shall be entitled to twelve (12) personal sick leave days per school year. Unused sick leave days shall be cumulative.

E. Custodial and maintenance personnel who shall after fifteen (15) years of service retire or resign in good standing will be entitled to payment for unused accumulated sick leave under the following additional conditions:

1. Payment of forty dollars (\$40.00) per day for each unused sick leave day (up to 100 days) and payment of sixty dollars (\$60.00) per day for each unused sick day over 100.

2. The accumulation of unused sick leave days to commence with employment in the 1969-70 school year.

3. The maximum payment for unused sick leave pursuant to this provision shall be \$15,000.

4. Employees discharged for cause do not qualify for payment of the aforementioned benefit.

ARTICLE XVI

LEAVES OTHER THAN SICK LEAVES

A. DEATH IN THE IMMEDIATE FAMILY

1. Employees may be absent without loss of pay, for death in the immediate family for a period not exceeding five (5) calendar days, beginning with the day after death. Immediate family would include wife, husband, son, son-in-law, daughter, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, and grandchildren.

2. If it is found necessary to exceed the allotment indicated, an additional three (3) days will be allowed, but with a deduction of 65% of the daily salary.

B. DEATH IN THE NON-IMMEDIATE FAMILY

In the case of the death of a relative not mentioned in Section A above, the employee may be granted one (1) working day of absence without loss of pay, to attend the funeral. If it is found necessary to exceed the allotment indicated, with the prior approval of the School Business Administrator or his/her designee, an additional two (2) days will be allowed but with a deduction of 65% of the daily salary.

C. DEATH - OTHER THAN RELATIVES

With prior approval of the School Business Administrator or his/her designee, an employee may be granted one (1) working day

of absence with the deduction of 65% of the daily salary to attend the funeral.

D. ILLNESS IN THE IMMEDIATE FAMILY

A total of three (3) days without loss of pay for serious illness in the immediate family.

E. QUARANTINE

No deduction will be made for an employee who is well but quarantined in the home. When submitting "Report of Absence" form for quarantine, satisfactory evidence must appear on or accompany the report.

F. WITNESS IN COURT

Any staff member may be absent, without loss of pay, when the absence is in obedience to legal process. "Legal Process" shall mean a summons to appear as a witness in a court in the State of New Jersey or in a court of the United States in a case to which the person summoned is not a party and also such that the individual has no option but to appear. When submitting "Report of Absence" for court compliance, satisfactory evidence must accompany the application.

G. WORKERS' COMPENSATION INJURY

Staff members must inform the Business Office immediately of any absences due to an on-the-job injury for which a Workers' Compensation report is, or will be, filed. A Workers'

Compensation report must be completed by the staff member's immediate Supervisor or, in his absence, by a school nurse, and forwarded to the Business Office along with Supervisor's report within forty-eight (48) hours of the accident. An injured staff member must use a doctor on the list of approved doctors. Use of any other doctor must be cleared with insurance company and/or Business Administrator.

H. PERSONAL BUSINESS DAYS

1. Personal Business is defined as a leave used to attend to personal matters which can not be attended to outside of normal work hours. Personal business shall not include any leave used for recreation, rest or recuperation, any venture resulting in remuneration for services rendered by a staff member, or any other reason provided for elsewhere.

2. From July 1, 2010 until June 30, 2011, a staff member shall have available each school year three (3) personal business days, without loss of pay. As of July 1, 2011, a staff member shall have available each school year two (2) personal business days, without loss of pay for the remaining two years of the Agreement. The staff member shall give at least twenty-four (24) hours advance notice for personal leave and shall obtain prior approval for the use of such leave, except in the case of emergency. Approval shall not be unreasonably withheld when the purpose for which the leave is to be used is in accordance with Section H.1. of this Article. An employee who

fails to give twenty-four (24) hours notice except in emergency situations, shall not be paid for the day. Unused personal days shall be accumulated but only for the purpose of being eligible for payment as unused sick leave at the time of retirement in accordance with Article XV. E.

3. Any personal business day taken immediately prior or subsequent to a holiday or vacation must be approved by the Business Administrator/Board Secretary.

ARTICLE XVII

MEDICAL INSURANCE BENEFITS

A. The Board will provide hospital, surgical, Major Medical and dental coverage for employees requesting such coverage. Beginning July 1, 2011, employees shall pay 3% of their base salary towards the cost of said insurance inclusive of coverage for dependents.

B. The Board will continue to provide prescription insurance coverage for employees. The plan will require the use of generic medications, if available and if not prohibited by the prescribing physician.

1. Effective April 1, 2006, employee co-payments shall be established at \$5.00 for generic, \$10.00 for brand name preferred and \$15.00 for brand name non-preferred and specialty. Mail order prescription option shall be made available pursuant to which a three (3) month supply of medication may be obtained for a double co-payment of the co-payment rates listed above.

C. The employee acknowledges that he/she is obligated to inform the Board within thirty (30) days whenever any change occurs in his/her, or his/her dependents' status as it relates to this coverage, and failure to so inform the Board may result in Board refusal to continue any coverage for the employee.

D. DISABILITY COVERAGE

1. The Board of Education shall provide a disability insurance program to provide a maximum weekly payment of \$570.00. The cost of this program shall be borne by the Board of Education

E. The Board reserves the right to change medical and dental insurance carriers or plans or to self insure, provided that the benefits are substantially similar. Further, the Board has the discretion and right to change the prescription insurance carrier, provided only that the co-pay remains the same.

F. Effective April 1, 1999, the dental insurance benefit shall be improved to the same level provided under the Teaneck Township Education Association contract in effect on July 1, 1999.

ARTICLE XVIII

SAFETY

A. The Board of Education will reimburse employees for out-of-pocket expenses spent on shoes. The Board of Education will reimburse employees \$250.00 per year for up to two (2) pairs of shoes. This shoe allowance reimbursement shall be implemented in the following manner:

1. The employee will purchase work shoes of his/her choice and pay for those shoes.
2. The employee will get a receipt for the purchase of those shoes.
3. The employee will then bring the shoes and receipt to his/her Supervisor.
4. The Supervisor will immediately approve the purchase of the work shoes for reimbursement purposes or inform the employee that the shoes purchases are not acceptable for work purposes.
5. If the Supervisor approves the purchase of the shoes, the Supervisor will then submit the employee's receipt to the Business Office so that the employee can be reimbursed. The employee will be reimbursed as quickly as administratively possible once the Supervisor submits the receipt to the Business Office.

6. In the event the Supervisor does not approve the employee's purchase of shoes, the employee is required to return the shoes, purchase another pair and then again seek approval by his/her Supervisor.

If the Supervisor then approve the shoes, the Supervisor will follow the same procedures outlined above for submission to the Business Office of the employee's receipt for reimbursement.

B. As of July 1, 2011, this Article XVIII shall be eliminated for the remaining two years of the Agreement.

C. As of July 1, 2011, no clothing allowance shall be granted for the remaining two years of the Agreement.

ARTICLE XIX

AGENCY SHOP

A. REPRESENTATION FEE

The Board agrees to deduct the fair share fee from the earnings of those contracted employees who elect not to become a member of the Union, and transmit the fee to the Union.

B. COMPUTATION OF FAIR SHARE FEE

1. The fair share fee for services rendered by the Union shall be in an amount equal to the regular Union membership dues, initiation fees and assessments less the cost of membership benefits financed through the dues, but in no event shall the fee exceed 85% of the regular membership dues, fees and assessments. Such sum representing a fair share fee shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

2. The majority bargaining representative shall provide sixty (60) days prior to January 1st and July 31st of each year, advance written notice to the Public Employment

Relations Commission, the Board and to all employees within the unit, the information necessary to compute the fair share fee.

C. CHALLENGING ASSESSMENT PROCEDURE

In the event a challenge is filed by an employee, the deduction for fair share fee shall be held in escrow by the Board pending final resolution of the challenge.

D. DEDUCTION OF FEE

No fees shall be deducted for any employee sooner than satisfactory completion of the probationary period.

E. PAYMENT OF FEE

The Board shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative monthly during the term of this Agreement.

F. UNION RESPONSIBILITY

The Union assumes responsibility for acquainting its members, as well as other employees affected by the representation fee of its implications and the procedure by which a non-member employee can challenge the fair share fee and agrees to meet with employees affected upon their request to answer any questions pertaining to this Article.

G. MISCELLANEOUS

1. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board in reliance upon fair share fee information furnished by the Union, or its representatives.

2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay the said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

ARTICLE XX

SENIORITY RIGHTS

A. The parties agree to use seniority as determined by the length of service in the district as the determining factor in layoff, bumping and recall procedures, subject to the limitations noted in the sections which follow.

B. Nothing herein shall be construed to limit the right of the Board to lay off personnel and to determine when such layoffs shall occur. Furthermore, the Board reserves the exclusive right to determine whether an employee has the necessary skills to perform satisfactory work in another job title or craft, and such determinations by the Board are not subject to the grievance/arbitration procedure and shall be specifically excluded therefrom.

C. A seniority list shall be prepared by the Board which will include all members of this negotiations unit with a designation of title or craft with the number of years of service listed thereon. This list will be given to the Union for its review and approval. Any dispute over the length of years of service or the job title or craft shall be resolved by the Board only.

D. It is understood that the Board has no affirmative duty or obligation to train or retrain employees in any title or craft in order to continue such employee with the Board.

E. For the purpose of layoff, bumping rights or recall rights, the last hired in a specific title or craft shall be the first to be laid off. The last to be laid off shall be the first to be recalled back to employment. Seniority which shall be designated by title or craft shall be the determining factor in "bumping" rights.

F. A pool of custodial employees shall be created wherein those employees who presently hold a specific title or craft position other than a custodial employee, shall be able to "bump" into such custodial pool of employees with the least senior employee in the custodial pool being subject to layoff. Whenever an employee is transferred and/or reassigned by reason of his/her "bumping" rights into a lower paying job title, such employee shall be paid at the lower rate of pay, and further, shall be placed on the step on the salary guide as determined by the total length of service in the district.

G. Seniority shall not apply to employees employed less than one (1) calendar year in the district, or in a department or craft.

H. It is expressly understood that this Agreement does not in any way limit the right of the Board to assign employees, on a day to day basis, to whatever the needs of the school district may require. Furthermore, this Agreement does not limit in any way the right of the Board to subcontract out work in whole or in part for economic reasons which is presently performed by

members of the negotiations unit, or any work which may be performed in the future.

I. Seniority shall continue to accrue during paid leaves of absence, military leaves, unpaid leaves of absence of three (3) months or less, or during the period which an employee receives disability benefits or Workers' Compensation.

J. This Agreement in no way shall be construed to limit the Board in its determination in areas of promotion or the hiring of new personnel who may become members of this negotiations unit.

ARTICLE XXI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

TERM OF AGREEMENT

A. This Agreement shall become effective July 1, 2010 and shall continue in full force and effect through June 30, 2013.

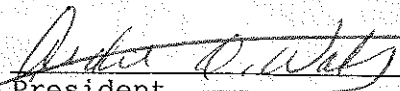
B. The Agreement shall continue in full force and effect from year to year thereafter unless either party notifies the other in writing of a desire to negotiate on a successor agreement not earlier than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of the Agreement.

TEAMSTERS UNION

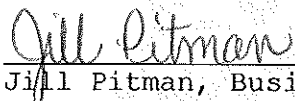
BOARD OF EDUCATION



John J. Gerow, President




President

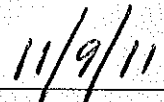


Jill Pitman, Business Agent





Shop Steward



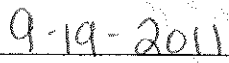
Date



Shop Steward



Shop Steward



Date

SALARY GUIDE
SALARY GUIDES FOR LABORERS, LANDSCAPERS, CUSTODIANS AND
MAINTENANCE MECHANICS FOR THE YEARS
2010-2013

	2010-2011	2011-2012	2012-2013
CUSTODIANS, LANDSCAPERS, LABORERS			
1	\$35,000	\$35,000	\$35,000
2	\$43,540	\$43,540	\$43,540
3	\$45,215	\$45,215	\$45,215
4	\$46,955	\$46,955	\$46,955
5	\$48,865	\$48,865	\$48,865
6	\$50,845	\$50,845	\$50,845
7	\$52,880	\$52,880	\$52,880
8	\$54,980	\$54,980	\$54,980
9	\$57,105	\$57,105	\$57,105
10	\$59,314	\$59,314	\$59,314
11	\$60,961	\$60,961	\$60,961
12	\$62,611	\$62,611	\$62,611
	2010-2011	2011-2012	2012-2013
MAINTENANCE MECHANICS			
1	\$35,000	\$35,000	\$35,000
2	\$46,985	\$46,985	\$46,985
3	\$48,795	\$48,795	\$48,795
4	\$51,065	\$51,065	\$51,065
5	\$52,755	\$52,755	\$52,755
6	\$54,450	\$54,450	\$54,450
7	\$56,140	\$56,140	\$56,140
8	\$57,835	\$57,835	\$57,835
9	\$59,525	\$59,525	\$59,525
10	\$61,781	\$61,781	\$61,781
11	\$63,988	\$63,988	\$63,988
12	\$66,193	\$66,193	\$66,193

**No bargaining unit member shall receive a salary increase for the terms of this Agreement (July 1, 2010 to June 30, 2013).

This guide shall be negotiated as of the conclusion of this contract period.

LONGEVITY SALARY GUIDE

Annual Longevity Stipend

10-14 years	\$259.00
15-19 years	\$291.00
20-24 years	\$356.00
25 years	\$388.00

**The above-guide shall only be in effect from July 1, 2010 until June 30, 2011. As of July 1, 2011, the longevity stipend shall be eliminated for the remainder of the term of this Agreement.

**Employees hired after June 30, 2010 shall not be eligible for longevity stipends.