

AGREEMENT
between
**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CHATHAMS**
and
**LOCAL 68 OF THE
INTERNATIONAL UNION OF OPERATING ENGINEERS**

ARTICLE I TERM OF CONTRACT

The term of this contract shall be for three (3) years commencing **July 1, 2007** and terminating on **June 30, 2010**.

ARTICLE II SALARY, LONGEVITY AND NIGHT DIFFERENTIAL

A. SALARY

All Bargaining Unit employees shall receive the following salary increases:

July 1, 2007:	4% Increase to Base Salary
July 1, 2008:	4% Increase to Base Salary
July 1, 2009:	4% Increase to Base Salary

Salary Guides (*Attachments A and B*) are in effect for the duration of this contract.

B. LONGEVITY

To qualify for longevity, employees must be employed by the district based on the following schedule:

15 Years Service	\$1,300
20 Years Service	\$1,800
25 Years Service	\$2,200

C. NIGHT DIFFERENTIAL

A non-cumulative stipend, as listed below, will be added to the base salary of employees who are assigned to the night shift:

2007/2008	- \$1,550
2008/2009	- \$1,550
2009/2010	- \$1,550

Employees whose shift begins at 2:00 p.m., or later, will receive the entire night differential. All other employees will receive a prorated portion of the night differential for all hours worked after 5:00 p.m.

D. WEEKEND DIFFERENTIAL

Employees whose work week includes Saturday and/or Sunday will be entitled to weekend differential of \$3,000 on an annual basis.

ARTICLE III UNION RECOGNITION CLAUSE

The Board of Education of the School District of the Chathams hereby recognizes Local 68 I.U.O.E. as the exclusive and sole representative for collective negotiations concerning salaries, hours, grievances, and all other terms and conditions of employment for all Head Custodians, Custodians, and Maintenance Employees.

Unless otherwise indicated, the term "Employees" when used in this Agreement, refers to all persons represented by Local 68 I.U.O.E. in the defined negotiating unit.

ARTICLE IV MEMBERSHIP CLAUSE AND BARGAINING UNIT WORK

A. MEMBERSHIP CLAUSE

All current permanent employees and any permanent employees who are hired during the term of this agreement may become and remain members of Local 68 I.U.O.E. The Board or any of its staff shall not interfere with or discourage either the solicitation of membership by Local 68 or the maintenance of membership in Local 68 by any of its employees in this unit.

B. BARGAINING UNIT WORK

Supervisors shall not perform the work of employees in this unit, except in the case of emergency, or when employees are not available to work. However, supervisors can and will work with employees for supervisory purposes, the result of which will not cause a reduction in union work or the curtailment of authorized overtime.

ARTICLE V AGENCY SHOP CLAUSE

The Board agrees to deduct the sum of eighty-five percent (85%) of the rate of Local 68 Union Dues from each and every non-union member of the bargaining unit represented by Local 68 and shall remit this Agency Shop fee to Local 68 on a monthly basis.

The Board agrees to deduct and transmit the Agency Shop fee of 85% from all employees with the title of per diem or part-time custodian.

All "Seasonal Employees," i.e. summer help, are exempt from this provision.

ARTICLE VI UNION DUES/INITIATION FEE DEDUCTIONS

The Board agrees to deduct Initiation fees from new employees covered by this agreement. The Union shall provide signed authorization from the employee to the Board, concerning the deduction of Initiation fees. Deduction of Initiation fees shall begin within two (2) pay periods after receipt of the Initiation fee authorization form by the Board.

The Board agrees to deduct the Initiation fee in four (4) equal installments, one installment in each of four (4) consecutive pay periods and shall remit deducted fees to Local 68 by the established Dues Deduction procedures.

The Employer will remit to the Union all deducted fair share fees and dues monies no later than the 15th of the month following the month for which they were deducted. If said fees are not received by the Union within the prescribed period, an authorized Union representative will present written notice addressing the problem to the School Superintendent and require the matter to be corrected within five working days. If said fees are still not received, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the arbitrator finds that the Employer is delinquent in transmitting fees and deducted dues payment to the Union, the Arbitrator shall award interest, prime rate plus 1% of the delinquent amount to the Award as liquidated damages. The cost of such arbitration will be borne equally by the Employer and the Union, and each assumes full responsibility for their own attorney fees.

ARTICLE VII GRIEVANCE PROCEDURE

Definitions

The term "grievance" is a claim by an employee or Local 68 based upon the interpretation, application, or violation of this agreement or relating to policies or administrative decisions affecting an employee or a group of employees. The following matters are expressly excluded from the definition of a grievance:

- challenge to evaluation of work performance

These evaluations may not be submitted through the grievance procedure nor may they be submitted to arbitration in accordance with the provisions herein.

The term "aggrieved person" or "grievant" is the person or persons of Local 68 making the complaint.

A statement summarizing the outcome of each step in the grievance procedure will apply to each of the following five steps:

Step 1: The aggrieved employee or employees must present the grievance in writing to the First Line Supervisor through the Shop Steward within fifteen (15) working days after knowledge of the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within five (5) working days, the grievance may be appealed to Step 2.

Step 2: The Union Business Representative shall then take the matter up, within ten (10) working days with the School Business Administrator or someone with authority to act upon such a grievance. A decision must be made within fifteen (15) working days, in writing, from date of appeal.

Step 3 If no satisfactory settlement can be agreed upon, the Superintendent will hear grievance within 10 days of date of appeal and render decision within 10 working dates of hearing.

Step 4 If no satisfactory settlement can be agreed upon, the Union Business Representative shall then take the matter up with the Board of Education at the next regularly scheduled Board meeting.

Step 5 If no satisfactory settlement can be agreed upon, the matter may be referred to the Public Employee Relations Commission for arbitration. After the Service submits a list of Arbitrators to the Union and the Employer, they shall reply with their preferred selection no later than twenty (20) working days after receipt of such list.

The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The opinion and award of the arbitrator shall contain specific findings of fact and a full rationale for the conclusion(s) reached.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The Local Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE VIII LEAVES

A. SICK LEAVE ALLOWANCE

1. Ten (10) month employees will receive ten (10) days sick leave per year, with full pay.
2. Twelve (12) month employees will receive twelve (12) days sick leave per year, with full pay.
3. Any unused portion of the yearly sick leave allowance for a given employee (but not more than ten days for ten-month employees and twelve days for twelve-month employees) shall be cumulative without limit for absences because of illness.
- 4(a) Employees who do not use any sick leave days in a calendar year, shall receive a bonus in the amount of \$150, to be payable in January of the following calendar year.
 - (b) This benefit does not apply to employees who do not have a minimum of one year service in the district.

B. FAMILY ILLNESS LEAVE

For absence due to serious illness of any relative in the employee's immediate family, or a relative for whom one is responsible, full pay will be granted for not more than five (5) days in each year. Immediate family shall include father, mother, spouse, spouse's father or mother, child, brother, sister, or any relative residing in the immediate household. *(See Attachment C)*

B-1. FAMILY MEDICAL LEAVE ACT

The Board agrees to follow the provisions of the Family and Medical Leave Act, and the New Jersey Family Leave Act, so long as those laws remain in full force and effect.

C. DEATH OF CLOSE RELATION

Absences because of death in the employee's immediate family (as defined in "B" above in this contract) or because of death of another relative, including grandfather, grandmother, grandchild, father-in-law, mother-in-law, or anyone making his/her home with the employee's family and regarded as a member of the family, shall be allowed with full pay for a period of up to five (5) days. *(See Attachment C)*

D. PERSONAL BUSINESS LEAVE

1. Maximum allowance of up to three (3) days leave of absence in any one year. Important personal business which cannot be attended to other than during work hours shall be allowed without loss of pay, upon one week's prior notice, whenever possible, with sufficient reason to the appropriate supervisor.
2. Employees would be allowed to carry over one (1) day into the following year for a maximum accumulation of four (4) days.
3. All remaining unused personal business days would be applied to the Terminal Severance Pay Benefit as described in Article IX.
4. Personal day requests must be submitted in writing a minimum of three days in advance, except in emergencies. (*See Attachment C*)

E. DISABILITY LEAVE

Disability leave shall be defined as leave taken by a person steadily employed by the district who is absent from his or her post of duty because of personal disability due to illness or injury.

An employee who is ill or claims disability leave of more than five consecutive days shall submit a physician's statement indicating the reason he or she cannot perform the duties of his/her position and the anticipated duration of his/her disability.

All employees who anticipate disability such as childbirth, shall report that status to the district as soon as known, and submit a physician's statement to certify their continuing fitness. Where the date on which disability will actually commence cannot be fixed with accuracy, as in normal childbirth, the staff member shall normally leave district employment for the last four weeks before the projected disability date so that adequate substitutes can be procured with certainty as to the date upon which their employment will begin. Any employee choosing to continue working beyond the eighth month of pregnancy must submit medical evidence attesting to her physical ability to perform her duties without threat to her health. In such cases, leave will commence at the time of actual disability.

ARTICLE IX

TERMINAL SEVERANCE PAY

Terminal severance pay will be granted to persons who retire directly from employment in the School District of the Chathams and are eligible and qualify for State retirement benefits and/or who have served for twenty (20) or more years in Chatham.

This would entitle employees who had been with the district for 20 years, but not in the prerequisite retirement program for 20 years, with severance pay. This cannot be construed to mean individuals employed less than 20 years of service with district to be entitled to severance.

- A. \$30.00 per day, to a maximum of 200 days, for unused sick leave acquired during employment in the School District of the Chathams.
- B. In the event that an employee dies while in the service of the School District of the Chathams, his/her unused sick days and personal business days will be reimbursed based on the qualifications and amounts indicated above.

ARTICLE X

PROBATIONARY PERIOD

All new employees, hired after the signing of this Agreement, who do not possess their black seal Boiler License at the time of hire, will be required to obtain their license within 12 months from the completion of their 90 day probationary period (15 months from the employee's hire date).

The Board agrees to reimburse the employee for the costs of the black seal Boiler License training course, registration fees and books.

In the event that the employee does not obtain his/her black seal Boiler License within the specified time limits, the Board may take disciplinary action up to and including termination. Notice of the Board's intention will be delivered to the employee a minimum of 30 days prior to the conclusion of the 15 month period.

ARTICLE XI

WORK YEAR/WEEK/DAY

Work Year:

The 12 month work year for all employees shall be from July 1st through June 30th.

Work Week:

The regular work week for all employees shall begin on Monday and end on Friday and consist of five (5) consecutive workdays. However, by mutual agreement by the Board and employee, an employee may work a shift that does not consist of 5 consecutive workdays. The Board reserves the right to hire a maximum of two (2) Category IV Custodians at straight time who agree to work a week that includes Saturday and/or Sunday. Current custodian employees will have the opportunity to volunteer first for an alternate work week. If more than two (2) current employees volunteer for the alternate work week, they would be selected on the basis of seniority. The alternate work week shall consist of five (5) consecutive days.

Work Day:

The work day for all employees shall be eight (8) hours, inclusive of one-half (½) hour for lunch.

If the Board of Education, through its Administration, decides to change any employee's shift (hours of work or days of work), the Administration will give the employee at least one week notification.

ARTICLE XII

STEWARD/UNION BUSINESS

If Local 68 I.U.O.E. duly authorizes a member from the bargaining unit to represent it during a formal hearing of grievances, and if such hearings of grievances should take place during regular working hours of said representative, that representative shall be excused from duty without loss of pay, for such time as may be necessary to hear the grievance.

All employees who are members of Local 68 Negotiating Committee and are scheduled to work during the hours of scheduled negotiations, shall be allowed to make up the amount of time spent on negotiations. The supervisor will consult with the employee regarding the development of a make-up work time schedule which will be shared with the employee five (5) days prior to implementation.

Local 68 shall have access, through the appropriate supervisor, to documentation relating to any grievance involving a member of the bargaining unit.

Subject to permission in advance by the appropriate supervisor, an authorized representative of Local 68 I.U.O.E. shall have access during working hours to all facilities in which employees covered by this agreement work, for the purpose of adjusting grievances and negotiating the settlement of disputes.

ARTICLE XIII HOLIDAY SCHEDULES (See Attachment D)

A. PAID HOLIDAYS

Holidays to be consistent with the established school calendar for 2007/08, 2008/09 and 2009/10, but not to exceed twelve (12) holidays.

B. HOLIDAY ALLOTMENT

Twelve (12) days are allowed per year. Martin Luther King Holiday may be substituted for any one of those twelve (12) holidays listed annually. Notification of such change must be made to Building Principal by December 1st of each year.

ARTICLE XIV VACATION DAYS

<u>Years of Service</u>	<u>Entitled Vacation Days</u>
1 - 4	10 Days
5 - 10	15 Days
11+	20 Days

- A. Employees shall be permitted to schedule their vacation during the work year with approval of the building principal or supervisor.
- B. Employees who are currently receiving twenty-two (22) days will be grandfathered.
- C. All bargaining unit employees will receive one additional vacation day if all three snow days go unused in one school year. This day shall be scheduled with the approval of the supervisor or principal.
- D. Effective with the July 1, 2008 vacation allotment, employees will be entitled to carry over a maximum of five (5) vacation days for each year. These days must be used no later than January 1 of the following year. These days are subject to the approval of the principal or supervisor.

ARTICLE XV OVERTIME

- A. Custodial and Maintenance overtime will be assigned on a rotating basis with prior approval of the Business Administrator in conjunction with the individual's immediate supervisor. Overtime will consist of hours worked in

excess of a 40 hour week. Rate of compensation for overtime hours will equal time and a half pay with the exception of Sunday and Holidays when the rate of pay will be double time.

- B. An "Overtime List" shall be established for the fair and equal distribution of overtime work.
- C. On days when Chatham schools are closed because of snow, bargaining unit employees will receive a full day's pay for six (6) hours of work.
- D. Effective July 1, 2004, the maximum hours paid for security checks in one building will be two (2) hours. If an employee conducts a security check on more than one building, hours paid will be three (3).

ARTICLE XVI CALL-IN PAY

Any employee who is called into work shall receive a minimum of four (4) hours pay of time and one-half the employee's hourly rate, except if the call-in work is contiguous with regular shift hours starting at 5:00 AM; then, pay will be limited to actual hours worked.

However, if an employee is called into work as a result of his/her Oversight, the employee shall not be compensated. If the employee responsible for the Oversight cannot be reached, another employee shall be called in and receive a minimum of 2 hours pay at time and one-half the employee's hourly rate.

Oversight shall be defined as leaving open a window or a door and/or in some other way failing to secure a building.

All staff will be required to sign in when they are in the school after hours or on weekends.

ARTICLE XVII BREAK/WASH-UP TIME

- A. Break Time
Employees shall receive two (2) fifteen minute break periods during their shift; one break period during the 1st four (4) hours of work, and one break period during the 2nd four (4) hours of work. Part time employees shall also receive a 15 minute break period for each four (4) hours of work.
- B. Wash-up Time
All employees shall be granted fifteen (15) minutes wash-up time for the purpose of cleaning up before leaving work every day.

ARTICLE XVIII TRANSPORTATION REIMBURSEMENT

Whenever it is necessary for an employee to use his/her own vehicle for school business, the employee shall be compensated at the standard rate recognized by the I.R.S. for reimbursement.

Transportation to courses for entry level license requirements is not reimbursable.

ARTICLE XIX

LICENSE STIPEND

Employees who are in possession of a valid Black Seal Boiler License shall receive a stipend of \$550 for 2007/08, \$600 for 2008/09, and \$ 650 for 2009/10. Half of this stipend shall be paid in July and the remaining half in January.

Maintainers who hold or obtain a license or certification, as noted below, will be paid an annual stipend as indicated below, effective July 1, 2004:

Electrical	\$2,000
Plumbing	\$2,000
HVAC/Refrigeration Recovery	\$2,500
NJ Pesticide Application License 3A & 3B	\$1,000
The Pesticide license Stipend shall cease as of June 30, 2008	

One half of stipend will be paid mid December pay period; one half mid June pay period on an annual basis.

ARTICLE XX

JURY DUTY/MILITARY DUTY

A. Jury Duty
All employees called to jury duty shall receive their full salary and benefits from the Board while serving, minus money received from the court.

B. Military Duty
Any employee who is called to Active Reserve Duty shall receive his/her salary and benefits while serving, less his/her military pay. Written confirmation of military pay must be submitted.

ARTICLE XXI

EMPLOYEE EVALUATION

The employee evaluation procedure used by the Board will be added to the contract for informational purposes only. Employees will be evaluated by May 31st of each year.

ARTICLE XXII

WORKING AT A HIGHER JOB CLASSIFICATION

Any employee not presently employed as a Head Custodian who works as a Head Custodian for eight (8) hours or more shall receive a salary adjustment of \$35.00 per day. This will be adjusted to \$45.00 per day beginning the third consecutive day in this role.

Any employee who serves as Supervisor of Buildings and Grounds for five (5) hours or more in a day shall receive a salary adjustment of \$55.00 per day. This will be adjusted to \$65 per day beginning the third consecutive day in this role.

ARTICLE XXIII

JOB OPENINGS

All bargaining unit job openings shall be posted in all schools and buildings. The job posting shall remain posted for five (5) working days. All employees shall have the right to apply for all posted jobs, as long as the job opening is vacant. Employees who have not previously been interviewed for that position will be granted an interview. All employees will be given serious consideration.

The Board will send by mail or fax a copy of all job openings to Local 68.

ARTICLE XXIV

UNIFORMS

- A. The number of uniforms issued during the probationary period will be discretionary based on supervisor's recommendation. A minimum of two uniforms will be given to new employees after 30 days.
- B. All existing employees shall receive the uniform allotment of five (5) complete sets per year.
- C. The Board will provide either a pair of steel-tipped work shoes or a winter jacket up to a maximum cost of \$150.
- D. The Board agrees to provide coveralls to employee on an as-needed basis.
- E. Employees must report to work wearing uniforms. Employees who report to work not in uniform will be sent home and wages will be deducted for time not on the job.
- F. Uniforms shall be provided by September 1st of each year.

ARTICLE XXV

SENIORITY/EMPLOYMENT SECURITY

- A. Seniority is defined as the length of continuous service with the Board, within the bargaining unit, from the employee's date of hire.
- B. Employment Security
If employees in this bargaining unit are affected by a reduction in the work force, the Board agrees to lay off employees in the reverse order of seniority, provided, however, that the remaining employees are able to perform the work required. A less senior employee may be retained if his or her retention is necessary for the performance of bargaining unit work.

If the Board recalls a laid off employee, the employee shall maintain his/her previous seniority.

ARTICLE XXVI

TUITION REIMBURSEMENT & BLACK SEAL RENEWAL

The Board shall reimburse, at the following rates, fees for approved courses taken by the employee that are directly job-related.

- 100% if the district sends the employee for training or course work.
- 75% if the employee wishes to attend a training session or course with the approval of the Business Administrator.
- The Board will not be responsible for late fees.
- Inservice workshops will be provided at no cost to the employee. Shift changes may be made to accommodate such workshops with proper notice of 10 days.

ARTICLE XXVII

HEALTH INSURANCE

Health benefits detailed in the previous Negotiated Agreement of July 1, 2001 through June 30, 2004, included the Traditional Health Insurance Plan. Effective January 1,

2005, the Traditional Plan will not be available and insurance plans included below will be offered for the duration of the July 1, 2004 through June 30, 2007 Agreement.

- 1a. The Board will provide 100% of the cost of medical insurance benefits of either the district's Point of Service (POS) Managed Care Health Plan for all employees hired to begin employment on or after January 1, 1998. These employees shall have the option to contribute on a monthly basis the cost differential between the POS and the PPO, if they choose to select different coverage.
- 1b. Employees hired prior to July 1, 1998 are entitled to the PPO level of coverage.
2. The percentage of premium cost to be borne by the employee for the cost of dependent medical coverage of the plan in which the employee is enrolled shall be 7.5% for POS and 8.5% PPO effective January 1, 2005 for the duration of the Employment Agreement.
3. The Board will provide 100% of the cost of dental insurance for all employees and their dependents. Each employee shall pay seventy-five dollars (\$75.00) per year, which shall be deducted proportionately from each paycheck.
4. Medical and Dental coverage will be provided by the following carriers:
 - ◆ Delta Dental of New Jersey
 - ◆ Cigna
 - ◆ Benefits to be equivalent to those specified within these plans should the Board seek coverage with another provider.

ARTICLE XXVIII MEAL ALLOWANCE

All employees who work in excess of ten (10) consecutive hours on snow removal or a declared emergency, shall be entitled to receive a \$10.00 meal allowance.

ARTICLE XXIX EYEGLASSES

Any employees who damage or break their eyeglasses or prescription safety glasses while in the performance of their job with the Board, shall be fully reimbursed by the Board for the purchase of new glasses.

ARTICLE XXX NIGHT CUSTODIAN/LEAD PERSON TITLE

A night custodian lead person for the High School and Middle School shall be appointed on an annual basis subject to the recommendation of the building principal and head custodian, at the annual rate indicated below:

	<u>High School</u>	<u>Middle School</u>
2007/08, 2008/09, 2009/10	\$1,500	\$1,500

This stipend is paid annually each year of the contract. Each Lead Custodian will be advised annually, by May 30th, whether he has successfully met the standards established.

ARTICLE XXXI

ASBESTOS ABATEMENT TRAINING/DIFFERENTIAL

The Board would provide training for asbestos abatement to all employees on a volunteer basis.

All employees who successfully complete the training program shall receive a ten percent (10%) salary differential added to their base salary for all hours they perform this work.

ARTICLE XXXII

CDL BUS DRIVER LICENSE

Any employee required by the Board to perform bus runs will receive a \$250 stipend per year. This stipend shall be paid by September 1st of each year to employees holding a valid license.

ARTICLE XXXIII

SUB-CONTRACTING

The School District of the Chathams agree that during the term of this contract, no work or service of any kind, nature, or type covered by, or hereafter assigned to the Custodian and Maintenance employees shall be subcontracted, leased, assigned, or conveyed in whole or in part to any other work location, person, corporation or company unless otherwise agreed in writing between the School District of the Chathams and the Union. This language will not prevent the School District of the Chathams from contracting out work as it has in the past.

ARTICLE XXXIV

COVERAGE OF OPEN SHIFTS

The following work schedule is a minimum that shall apply whenever a custodian is assigned to cover for an absence custodian:

1 st Night:	3 Hours Coverage
2 nd & 3 rd Consecutive Nights	4 Hours Coverage

CUSTODIAL SALARY GUIDE

Category II

	2007-2008	2008-2009	2009-2010
Step	Salary	Salary	Salary
H	\$0	\$0	\$0
I	\$0	\$0	\$0
J	\$0	\$0	\$0
K	\$0	\$0	\$0
L	\$0	\$0	\$0
M	\$0	\$0	\$0
N	\$37,406	\$37,802	\$38,114
O	\$38,406	\$38,902	\$39,314
P	\$40,947	\$39,942	\$40,458
Q	\$43,499	\$42,585	\$41,540
R	\$46,072	\$45,239	\$44,288
S	\$48,813	\$47,915	\$47,049
T	\$51,726	\$50,766	\$49,832
U	\$54,805	\$53,795	\$52,797
V	\$58,074	\$56,997	\$55,947
W	\$61,538	\$60,397	\$59,277
X	\$65,210	\$64,000	\$62,813
Y	\$66,836	\$67,818	\$66,560
Z	\$0	\$69,509	\$70,531
A	\$0	\$0	\$72,289

Category III

	2007-2008	2008-2009	2009-2010
Step	Salary	Salary	Salary
H	\$0	\$0	\$0
I	\$0	\$0	\$0
J	\$0	\$0	\$0
K	\$0	\$0	\$0
L	\$0	\$0	\$0
M	\$0	\$0	\$0
N	\$35,575	\$35,898	\$36,134
O	\$36,575	\$36,998	\$37,334
P	\$38,978	\$38,038	\$38,478
Q	\$41,429	\$40,537	\$39,560
R	\$43,894	\$43,086	\$42,158
S	\$46,506	\$45,650	\$44,809
T	\$49,277	\$48,366	\$47,476
U	\$52,214	\$51,248	\$50,301
V	\$55,327	\$54,303	\$53,298
W	\$58,626	\$57,540	\$56,475
X	\$62,121	\$60,971	\$59,842
Y	\$0	\$64,606	\$63,410
Z	\$0	\$0	\$67,190
A	\$0	\$0	\$0

Category IV

	2007-2008	2008-2009	2009-2010
Step	Salary	Salary	Salary
H	\$0	\$0	\$0
I	\$0	\$0	\$0
J	\$0	\$0	\$0
K	\$29,115	\$29,180	\$29,147
L	\$30,115	\$30,280	\$30,347
M	\$31,021	\$31,320	\$31,491
N	\$31,919	\$32,262	\$32,573
O	\$33,275	\$33,196	\$33,552
P	\$35,449	\$34,606	\$34,524
Q	\$37,664	\$36,867	\$35,990
R	\$39,906	\$39,171	\$38,342
S	\$42,278	\$41,502	\$40,738
T	\$44,796	\$43,969	\$43,162
U	\$47,462	\$46,588	\$45,728
V	\$50,291	\$49,360	\$48,452
W	\$53,286	\$52,303	\$51,334
X	\$56,461	\$55,417	\$54,395
Y	\$0	\$58,719	\$57,634
Z	\$0	\$0	\$61,068
A	\$0	\$0	\$0

Attachment B

MAINTENANCE & GROUNDS SALARY GUIDE

Step	Category V		
	2007-2008	2008-2009	2009-2010
	Salary	Salary	Salary
H	\$0	\$0	\$0
I	\$0	\$0	\$0
J	\$0	\$0	\$0
K	\$33,760	\$34,010	\$34,170
L	\$34,760	\$35,110	\$35,370
M	\$35,804	\$36,150	\$36,514
N	\$36,842	\$37,236	\$37,596
O	\$38,406	\$38,316	\$38,725
P	\$40,947	\$39,942	\$39,849
Q	\$43,500	\$42,585	\$41,540
R	\$46,071	\$45,240	\$44,288
S	\$48,816	\$47,914	\$47,050
T	\$51,726	\$50,769	\$49,831
U	\$54,805	\$53,795	\$52,800
V	\$58,072	\$56,997	\$55,947
W	\$61,536	\$60,395	\$59,277
X	\$65,210	\$63,997	\$62,811
Y	\$0	\$67,818	\$66,557
Z	\$0	\$0	\$70,531
A	\$0	\$0	\$0

School District of the Chathams

Notification of Intent to Take (Circle One)

Personal Day Family Illness Death in Family

Staff Member _____

Position _____

School/Location _____

It is understood that the reason for the requested day(s) is in accordance with the provisions outlined in the Employment Agreement between the Board of Education (Article VIII, B, C, D) and Local 68 of the International Union of Operating Engineers for the period 2007/08, 2008/09 and 2009/10.

Personal Day Date(s): _____

(Requests must be submitted in writing to the Building Principal a minimum of three (3) days in advance).

Family Illness Date(s): _____

Relative/Identity: _____

Death in Family Date(s): _____

Relative/Identity: _____

Signature of Staff Member Date

Signature _____
(Building Principal) Date

HOLIDAY SCHEDULES

2008-2009 School Year

Independence Day.....	Friday, July 4, 2008
Labor Day.....	Monday, September 1, 2008
Teacher's Convention.....	Friday, November 7, 2008
Thanksgiving and Day After.....	Thursday/Friday, November 27&28, 2008
Christmas Eve and Christmas Day.....	Wednesday/Thursday, December 24&25, 2008
New Year's Eve.....	Wednesday, December 31, 2008

2009-2010 School Year

Independence Day.....	Monday, July 6, 2009
Labor Day.....	Monday, September 7, 2009
Rosh Hashanah.....	Monday, September 28, 2009
Thanksgiving and Day After.....	Thursday/Friday, November 26&27, 2009
Christmas Eve and Christmas Day.....	Thursday/Friday, December 24&25, 2009
New Year's Eve.....	Thursday, December 31, 2009
New Year's Day.....	Friday, January 1, 2010
President's Day.....	Monday, February 15, 2010
Good Friday.....	Friday, April 2, 2010
Memorial Day.....	Monday, May 31, 2010

Employees who would prefer to use January 18, Martin Luther King Day as a holiday in lieu of one holiday listed above may do so with prior approval of the Superintendent.

Employees whose work week is **other than Monday to Friday** will have an alternate holiday schedule. This will be provided to the individuals working that schedule.

**BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CHATHAMS**

By _____
Richard Ford, President

Date:

ATTEST:

Ralph Goodwin, Board Secretary

**LOCAL 68 OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS**

By _____
Dennis J. Giblin
President

By _____
Thomas P. Giblin
Business Manager

By _____
Michael V. Gann
Recording Secretary

By _____
Salvatore Costanza
Business Representative

Date:

ATTEST:

EMPLOYMENT AGREEMENT

between

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CHATHAMS**

and

**LOCAL 68 OF THE
INTERNATIONAL UNION OF OPERATING ENGINEERS**

July 1, 2007 to June 30, 2010

TABLE OF CONTENTS

	Page
ARTICLE I	TERM OF CONTRACT 1
ARTICLE II	SALARY, LONGEVITY AND NIGHT DIFFERENTIAL 1
	A. Salary 1
	B. Longevity 1
	C. Night Differential 1
	D. Weekend Differential..... 2
ARTICLE III	UNION RECOGNITION CLAUSE..... 2
ARTICLE IV	MEMBERSHIP CLAUSE AND BARGAINING UNIT WORK..... 2
ARTICLE V	AGENCY SHOP CLAUSE 2
ARTICLE VI	UNION DUES/INITIATION FEE DEDUCTIONS 2
ARTICLE VII	GRIEVANCE PROCEDURE..... 3
	Definitions 3
ARTICLE VIII	LEAVES 4
	A. Sick Leave Allowance 4
	B. Family Illness Leave..... 4
	B-1. Family Medical Leave Act..... 4
	C. Death of Close Relation 4
	D. Personal Business Leave..... 5
	E. Disability Leave..... 5
ARTICLE IX	TERMINAL SEVERANCE PAY 5
ARTICLE X	PROBATIONARY PERIOD 6
ARTICLE XI	WORK YEAR/WEEK/DAY 6
ARTICLE XII	STEWARD/UNION BUSINESS..... 6
ARTICLE XIII	HOLIDAY SCHEDULE..... 7
	A. Paid Holidays..... 7
	B. Holiday Allotment 7
ARTICLE XIV	VACATION DAYS..... 7
ARTICLE XV	OVERTIME 7
ARTICLE XVI	CALL-IN PAY 8
ARTICLE XVII	BREAK/WASH-UP TIME 8

ARTICLE XVIII	TRANSPORTATION REIMBURSEMENT	8
ARTICLE XIX	LICENSE STIPEND.....	9
ARTICLE XX	JURY DUTY/MILITARY DUTY	9
ARTICLE XXI	EMPLOYEE EVALUATION.....	9
ARTICLE XXII	WORKING AT A HIGHER JOB CLASSIFICATION.....	9
ARTICLE XXIII	JOB OPENINGS	9
ARTICLE XXIV	UNIFORMS	10
ARTICLE XXV	SENIORITY/EMPLOYMENT SECURITY	10
ARTICLE XXVI	TUITION REIMBURSEMENT & BLACK SEAL RENEWAL	10
ARTICLE XXVII	HEALTH INSURANCE.....	10
ARTICLE XXVIII	MEAL ALLOWANCE	11
ARTICLE XXIX	EYEGASSES.....	11
ARTICLE XXX	NIGHT CUSTODIAN/LEAD PERSON TITLE.....	11
ARTICLE XXXI	ASBESTOS ABATEMENT TRAINING/DIFFERENTIAL	12
ARTICLE XXXII	CDL BUS DRIVER LICENSE.....	12
ARTICLE XXXIII	SUB-CONTRACTING	12
ARTICLE XXXIV	COVERAGE OF OPEN SHIFTS	12

ATTACHMENTS:

- A Salary Guides - Custodians (Categories II, III, IV)**
- B Salary Guides - Maintenance (Category V)**
- C Personal Day Request Form**
- D Holiday Schedules**