

Contract # 1936

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LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
MAY 23 1994  
RUTGERS UNIVERSITY

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**AGREEMENT BETWEEN**

**IRVINGTON BOARD OF EDUCATION**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68  
HEAD CUSTODIANS UNIT**

**July 1, 1993 to June 30, 1996**

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PREAMBLE

This agreement entered into this 20th day of April, 1994 , by and between the Board of Education of the Township of Irvington, New Jersey, hereinafter referred to as the "Board" and the International Union of Operating Engineers, Local 68, hereinafter referred to as "Local 68" or "Union".

Witnesseth

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with Local 68 as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties agree that all items that could have been negotiated have been either considered or withdrawn except as set forth herein and are of no further force or effect; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the Board and Local 68 agree:

ARTICLE I

RECOGNITION CLAUSE

The Board of Education of the Township of Irvington, hereby recognizes the International Union of Operating Engineers, Local 68 as the exclusive bargaining representative, as defined in Chapter 123, Public Laws of 1974, for all Head Custodians and Assistant Head Custodians.

(a) The term "employee", when used hereinafter in this agreement, shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as heretofore defined.

(b) The term "Board" shall include its officers and agents.

(c) The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the New Jersey Employer-Employee Relations Act, Chapter 123, Laws of 1974, for the duration of this agreement.

(d) All eligible employees may become and remain members of Local 68. The Irvington Board of Education shall not interfere with or discourage either the solicitation of membership of eligible employees by Local 68 or the maintenance of membership in Local 68 of any of its eligible employees.

## ARTICLE II

### NEGOTIATION PROCEDURE

1. This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

2. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in good-faith effort to reach an agreement on all matters concerning the terms and conditions of Head Custodians employment. Such negotiations shall begin not later than October 1st of the school year in which this agreement expires. Any agreement so negotiated shall apply to all members of the negotiating unit as set forth in the "Recognition Clause" and shall be reduced to writing, be signed by the Board and Local 68, and subject to ratification by the Board and Local 68.

### ARTICLE III

#### WORK SCHEDULE

(a) The normal work week for the day shift shall consist of five (5) consecutive eight (8) hour days, exclusive of lunch hour. Monday through Friday, except that the Board has the right to alter this schedule to any other schedule of five (5) consecutive eight (8) hour days, exclusive of lunch, upon at least two (2) weeks prior notification.

(b) The normal work week for the second, or evening shift shall consist of five (5) consecutive eight (8) hour days, exclusive of lunch hour. Monday through Friday, except that the Board has the right to alter this schedule to any other schedule of five (5) consecutive eight (8) hour days, exclusive of lunch, upon at least two (2) weeks prior notification.

(c) Employees covered under the terms of this agreement who are required to work in excess of eight (8) hours per day, or 40 hours per week, shall be compensated at one and one-half times their hourly rate for all overtime work, with the exception of holiday pay as provided in this agreement.

(d) For the purpose of calculating salaries for all employees covered under the terms of this agreement, the calculation shall be as follows:

The salary for 12-month employees shall be calculated on the basis of 1/240th of the employee's annual salary.

(e) There shall be a ten percent (10%) shift differential for the second shift and fifteen percent (15%) for the third shift (11:00 p.m. to 7:00 a.m.) at the high school only.

**ARTICLE IV**

**EMERGENCY CALL-INS**

Emergency call-ins during non-working hours shall be compensated at a minimum of two hours, at the rate of one and one-half times the normal rate of pay or the total documented time, if greater.

ARTICLE V

GRIEVANCE PROCEDURE

DEFINITIONS

The term "grievance" means a complaint by an employee or group of employees represented by Local 68 that there has been an inequitable, improper or unjust application, interpretation or violation of this agreement or relating to policies or administrative decisions affecting them.

The term "grievance" and the procedur relative thereto, shall not be deemed applicable in the following instances:

(a) The failure or refusal of the Board to renew a contract of a non-tenure employee;

(b) In matters where a method of review is prescribed by law, of by any rule, regulation, or by-law of the State Commissioner of Education or the State Board of Education;

(c) In matters where the Board is without authority to act;

(d) In matters involving the sole and unlimited discretion of the Board;

(e) In matters where the discretion of Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed individual who is a member of the negotiating unit as set forth herein.

The term "representative" shall include any organization,

agency or person authorized or designated by any employee, or any group of employees, or by Local 68, or by the Board, to act on its, or their behalf and to represent it or them.

#### NONDISCRIMINATION

An employee processing of a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

#### PROCEDURE

##### Step 1

(1) An aggrieved employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of, or within ten (10) calendar days after said employee would reasonably be expected to know of its occurrence. Failure to act within the said ten (10) day period, shall be deemed to constitute an abandonment of the grievance.

(2) An employee shall first discuss the grievance orally with the person with whom he/she has dispute and the Building Principal. The Principal shall make a record of the time and date of this discussion and provide a written reply to the grievant within five (5) school days of the discussion.

##### Step II

If the grievance cannot be informally resolved pursuant to Step 1, then a written grievance may be filed with the School Business Administrator within ten (10) school days from receipt of the Step 1 decision. The written grievance shall specify:

(a) The nature of the grievance and the identity of the

grievants;

(b) The results of the previous discussion;

(c) The basis of the employee's dissatisfaction with the determination;

(d) The specific contractual provision alleged to have been violated; and

(e) The precise relief sought.

The School Business Administrator shall respond in writing to the employee and his representative, with a copy to the Principal within ten (10) school days from receipt of the grievance.

### Step III

If the grievance is not resolved to the employee's satisfaction, within five (5) school days from the determination referred to in Step II above, the employee may submit his grievance to the Superintendent, in writing

Within ten (10) school days from the receipt of the written grievance, (unless a different period is mutually agreed upon), the Superintendent shall hold a meeting, at which time all parties in interest shall have the right to be heard.

Within ten (10) school days of said hearing, (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his determination and shall forward a copy of said determination to the Principal and to the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of Step III, or, in the event a

determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within (10) days of the determination by him, may appeal to the Board of Education.

Step IV

Where an appeal is taken to the Board, there shall be submitted by the applicant:

(a) the writing set forth in Step II, and a further statement in writing, setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party. The appellant may request a hearing by the Board, in which case, the Board shall designate a committee of the Board to conduct said hearing within thirty (30) days.

The Board shall make a determination within thirty (30) school days from the receipt of the grievance or within ten (10) days following the hearing, if any, and shall, in writing, notify the employee, his representative, if there be one, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

Step V

In the event an employee is dissatisfied with the determination of the Board, Local 68 will decide whether or not to pursue the grievance on the aggrieved party's behalf and have the right to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under

provisions of Chapter 123, Laws of 1974. The decision of the arbitrator shall be binding. The arbitrator shall be without authority to add to, modify, or delete from the express written provisions of this Agreement.

## ARTICLE VI

### BOARD OF EDUCATION'S LEGAL PREROGATIVES

- A. Nothing in this Agreement shall be construed to diminish or remove from the Irvington Board of Education the authority or responsibilities which are vested in it by law.
- B. It is recognized by the parties that the Board is vested by the laws of the State of New Jersey with the management and control of all of the public schools in the School District. This authority of the Board shall include, but shall not be limited to, 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 demotion or dismissal and to promote and transfer all such employees, and the authority to make such rules and regulations consistent with this agreement as are necessary for the government of the schools. Nothing in this agreement shall constitute a derogation or transfer of the authority of the Board as established by the laws of the State of New Jersey.

C. This Agreement represents the full and complete understanding on all matters which were or could have been the subject of negotiations.

**ARTICLE VII**

**NO WORK STOPPAGE**

Local 68 agrees not to condone, promote, or engage in any organized work stoppage, job action or strike and will take all necessary affirmative steps to end any such action undertaken. The Board agrees not to lock out bargaining unit employees.

ARTICLE VIII

SALARY SCHEDULE

Requirements: Three (3) years experience as a custodian in the school system. The School Business Administrator, with the approval of the Board of Education, reserves the right to reduce all, or part of the requirement.

**Head Custodians**

<u>Step</u>	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
2	\$25,990	\$26,300	\$26,800
3	26,837	27,200	27,800
4	27,614	28,520	28,900
5	28,520	29,265	30,155
6	29,427	29,890	30,955
7	30,249	30,995	32,080
8	31,990	32,090	33,595
MAX	34,886	34,886	34,920
NEW MAX	36,486	38,246	39,876

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**Assistant Head Custodians**

<u>Step</u>	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
1	\$20,300	\$20,700	\$21,000
2	20,890	21,290	21,620
3	21,620	22,020	22,320
4	22,150	22,550	22,900
5	22,942	23,442	23,880
6	24,130	24,382	24,880
MAX	27,080	27,080	27,080
NEW MAX	28,360	29,735	29,735
NEWER MAX			31,135

Longevity after 10 years consecutive service at \$600.

All salaries include \$600 for Black Seal License.

Add: \$1,200 for High School Head Custodian

Add: \$1,000 for Black Seal in charge Fireman's License

1. Any custodian promoted to head custodian in this school system will receive the starting rate, or the next step to his present salary, whichever is greater.

(a) A newly appointed Head Janitor or Assistant Head Janitor who completes six (6) months or more, of continuous service in their new classification, shall progress to the next scheduled step on their respective salary guide, in their first (1st) appointed year on July 1st, and continue to progress each year thereafter in the normal manner.

A newly appointed Head Janitor or Assistant Head Janitor who completes less than six (6) months in their first (1st)

year shall remain on the step to which they were appointed until the following school year, at which time they will receive their increment in the normal manner on July 1st.

(b) Head custodians who complete one year of continued service as a head custodian in the Irvington School System, move to the second step on July 1st and continues on each year thereafter in the same manner until they attain maximum.

(c) All head custodians will be credited with their present seniority status as head custodian with the Irvington Board of Education. The Board reserves the right to grant credited service on the salary schedule for newly hired employees. This seniority status does not apply to their step on the head janitors salary guide.

2. All salary changes become effective July 1st of each school year or at the time of promotion during the school year.

3. Salary includes compensation for firemen's license, which is required.

## ARTICLE IX

### UNIFORMS

The Board of Education agrees to provide uniforms to the Head Custodians and Assistant Head Custodians within a reasonable date after the start of school. Cost of said uniforms to be paid by the Irvington Board of Education (substitutions by agreement only). Employees shall be required to maintain and clean uniforms for proper appearance.

Each Head Custodian/Assistant Head Custodian shall receive:

3 pairs of pants, 2 winter shirts, 2 summer shirts, 1 parka and 4 "T" shirts. Additionally, there shall be a one time issuance of rain suits (jacket and pants and hood).

Effective July 1, 1994, each Head Custodian/Assistant Head Custodian shall receive one additional pair of pants, making a total of four (4). In addition, employees will be given the option of choosing a cardigan sweater or the four (4) "T" shirts.

Effective July 1, 1995, each Head Custodian/Assistant Head Custodian shall receive one additional summer shirt making a total of (3).

Consistent with present practice, in alternate year employees shall receive winter parkas and "Ike" jackets.

Damaged rain gear will be replaced upon receipt by the Board of the damaged gear.

It is specifically understood that the Board of Education reserves the right to select the uniforms and colors of same, and it is further agreed that all Head Custodians and Assistant Head Custodians must wear their uniforms during work hours as a

condition of employment.

#### WORK SHOES

All employees covered under the terms of this agreement shall be entitled to two (2) pairs of safety shoes per school year under the following terms and conditions:

(a) Upon presentation of proper receipts, the employee shall be entitled to a maximum of \$90.00 per year for a maximum of two (2) pairs of work shoes. If the reimbursement for the first pair exceeds \$45.00, only the balance of \$90.00 shall be applied to the second pair, should it be required. Effective July 1, 1994, the shoe allowance shall be \$100.00 for a maximum of two (2) pairs of work shoes. If the amount paid for the first pair exceeds \$50.00, only the balance of \$100.00 shall be applied to the second pair, should it be required. Effective July 1, 1995, the reimbursement shall be a maximum of \$105.00 for a maximum of two (2) pairs of work shoes. If the amount paid for the first pair exceeds \$52.50, only the balance of \$105.00 shall be applied to the second pair, should it be required.

(b) Any employee who accepts the aforementioned payment for safety shoes, shall be required to wear the shoes during work hours as a condition of employment.

#### PRESCRIPTION GLASSES

All employees covered under the terms and conditions of this agreement, and who require prescription glasses (safety) and an

examination, shall be entitled to once every two (2) years, commencing July 1, 1990, the following:

(a) The employee may be examined and purchase prescription glasses and submit the receipt to the Board of Education and shall receive a maximum credit reimbursement not to exceed \$100.00. Effective July 1, 1994 the maximum reimbursement shall be \$110.00, and effective July 1, 1995 the maximum reimbursement shall be \$115.00.

(b) Any employee who accepts payment for safety glasses shall wear them during hours as a condition of employment.

(c) Employees requiring prescription safety glasses shall be entitled to one (1) pair and they must replace same, at their own expense, if they are damaged other than during working hours. In the event they are damaged while the employee is actually working for the Board of Education, the Board shall replace the glasses under the provisions of Section 7 (subarticle (a) of this agreement).

#### HAND TOOLS

The Board agrees to furnish employees, as required, work-related hand tools to be purchased by the Board of Education and assigned to the employee and replaced when required.

ARTICLE X

VACATIONS

Prior to May 1st of each calendar year, or as soon thereafter as possible, the designated agent of the Board shall establish the working schedule for the vacation period and consult with the employees. The designated agent of the Board, in fixing schedules for vacation, will respect the seniority and wishes of the employee as to the time of vacation insofar as the needs of the school system will permit.

All vacations shall be taken in clusters of five (5) consecutive working days, or more, (providing these days were earned). Upon approval of the supervisor of buildings and grounds, employees may reserve a maximum of five (5) single vacation days (providing they are earned) after they have taken their clustered vacation.

Employees shall receive an annual vacation in accordance with the following schedule:

(a) Employees having worked for the Board for a continuous period of NOT more than one (1) year as of June 30th of any year, shall receive a vacation, with pay, at the regular rate of one (1) working day for each month of continuous service, exclusive of the first two months of such service.

(b) Employees having worked for the Board of Education for a continuous period of more than one (1) year, as of June 30th of any year, shall receive a vacation, with pay, at their regular rate, in accordance with the following schedule:

- (c) 1 year - less than 5 years -- 10 work days
- 5 years - less than 10 years -- 15 work days
- 10 years - less than 15 years -- 17 work days
- 15 years - less than 25 years -- 20 work days
- 25 years - and over -- 25 work days

(d) Vacation shall not be taken until after it is earned.

## ARTICLE XI

### HOLIDAYS

All employees covered under the terms of this agreement shall receive the following holidays off, with pay:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day
Labor Day	Martin Luther King's Birthday
Election Day (only when U.S. President is being elected) <sup>2</sup>	Two NJEA Convention days <sup>1</sup>

Should any of the aforementioned holidays fall on a Saturday, there shall be no extra pay or time off; however, should the said holiday fall on a Sunday and be celebrated by the Irvington Board of Education on the following Monday, the said Monday shall be a day off.

Employees covered under the terms of this agreement shall not be required to work on the day of New Year's Eve and the day of Christmas Eve, providing that schools are not in session on these days and the employee shall receive their regular pay, for each of the days, in accordance with the terms and conditions of this agreement.

### PREMIUM PAY FOR HOLIDAY WORK

In the event an employee is required to work on any of the holidays as listed in this agreement, he shall receive double time

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<sup>1</sup>In year of U.S. Presidential Election Day, one of the NJEA Convention days shall be a regular work day.

<sup>2</sup>All other Election Days shall be regular work days.

and one-half of his regular pay for the hours worked. Example: Should an employee be required to work a full eight (8) hour day, he will receive his regular eight (8) hours, plus an additional 12 hours, or a total of 20 hours for the day.

#### STIPULATION - YOM KIPPUR

During the term of this agreement, it is understood and agreed that if any other non-instructional bargaining unit members receive a day off for the holiday of Yom Kippur, members covered under the terms of the agreement shall receive that day off, with pay, and should they be required to work, the premium pay, as indicated in this agreement, shall apply.

#### BEREAVEMENT LEAVE

In the case of the death of the employee's spouse or child the employee shall be guaranteed five (5) working days off for the funeral without loss of pay.

In the case of the death of the employee's mother, father, brother, sister, father-in-law, and mother-in-law, or any relative living with the employee on a full-time basis, the employee shall be guaranteed three working days off for the funeral without loss of pay.

In the case of the death of grandparents of an employee, any relative by blood or marriage, the employee shall be guaranteed one (1) day off for the funeral without loss of pay.

It is necessary that the employee file in these instances,

written statement, with documentation if necessary, giving dates and family relationship with the deceased, with the Building Principal, within five (5) school days of absence.

#### PERSONAL LEAVE

A total of three days absence in each school year is granted to each employee who has continuously served the Board of Education for at least one (1) year, for urgent personal or business purposes, provided the building principal approves of this absence three (3) days in advance (other than an approved emergency). Unused personal days will be credited to the employees' accumulated sick days. Urgent personal or business purposes are those matters that must be attended to during normal working hours.

## ARTICLE XII

### 1. INSURANCE PROTECTION - PRESCRIPTION PLAN - DENTAL PLAN

The Board agrees to pay 100% of the premium cost of a health plan (Blue Cross-Blue Shield) or equivalent, including a \$4.00 brand name/\$2.00 generic co-pay prescription plan and dental plan for all full time employees covered by this agreement and their immediate families (spouse and eligible children), following ninety (90) days of consecutive employment with the Irvington School District. Employees who wish to avail themselves of the aforesaid insurance coverage must make application for coverage to the Board for themselves and for all eligible members of their family who wish to be covered by insurance.

In the event a new employee has no coverage and wishes to make application for health coverage, during their first ninety (90) days of employment, the premium to be paid by employee shall be at the group rate.

### 2. RETIREMENT BENEFITS

Any employee covered under the terms of this agreement, who retires after twenty-five (25) years of consecutive employment with Irvington School District shall be entitled to fully paid health benefits (including prescription) (excluding dental). The employees' surviving spouse, if enrolled prior to the employee retirement shall be entitled to health retirement benefits (including prescription) (excluding dental), premium paid 100% by the Board.

Any employee covered under the terms of this agreement, who

retires after twenty (20) years of consecutive employment with Irvington School District, and has attained age 65 or over at the time of retirement shall be entitled to a fully paid health benefits (including prescription) (excluding dental). The employees' surviving spouse if enrolled prior to the employee retirement shall be entitled to a retirement health benefit as aforesated, with the premium paid 100% by the Board.

ARTICLE XIII

SICK LEAVE

Sick leave is hereby defined to mean the absence from the employee's post of duty, of any such employee, because of personal disability due to illness or injury or because he has been excluded from his regular work by the Irvington School District's medical authorities on account of contagious disease, or being quarantined for such a disease in his immediate household.

1. All persons covered under the terms and conditions of this agreement and who are steadily employed by the Board, shall be allowed sick leave, with full pay, for twelve (12) school days in any school year.

2. If a person requires in any school year, less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year, shall be accumulated, to be used for additional sick leave, as needed, in subsequent years.

## ARTICLE XIV

### LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence with full loss of salary, may be granted by the Board for a limited and definite period. No request for a leave of absence will be considered until (1) a written application containing a statement of the reasons for the leave of absence, has been filed with the Board Secretary and (2) until the Board Secretary has submitted to the Board, a recommendation with respect to the application. The Board will entertain no application for a leave of absence except for ill health or maternity reasons that will bring the total time for absence on leave to more than one (1) school year, within three (3) consecutive school years. For the purpose of this section, the full loss of salary shall be calculated on the basis of 1/200th of the employee's annual salary for 10-month employees, and 1/240th of the employee's annual salary for 12-month employees.

## ARTICLE XV

### LEAVES OF ABSENCE

All injuries, no matter how slight, must be reported to the immediate supervisor. The supervisor shall make a written report to the Office of the Board.

All absences' caused by such on-the-job injury shall be reported. The employee shall advise the Board of any and all amounts of Workers' Compensation awards made for temporary disability. The Board reserves the right to have the employee examined by a physician at reasonable times.

Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from their job as a result of a personal injury caused by an accident arising out of, and in the course of their work, the Board shall pay to the employee, the full salary for the period of absence reduced by the amount of Workers' Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workers' Compensation benefits and the salary shall be paid up to one calendar year without charging same to sick leave.

ARTICLE XVI

TERMINAL PAY ON BASIS OF SICK LEAVE

Any full time employee covered under the terms of this agreement, may, upon termination of employment, receive the following compensation:

For 1993-96 with 10-14 consecutive years of service with the Irvington Board of Education \$95.00 per day of accumulated sick days - up to a maximum of 120 days.

15 or more consecutive years of service with the Irvington Board of Education: \$100.00 per day of accumulated sick days - up to a maximum of 120 days.

Unit employees hired after July 1, 1993 shall be entitled to the following terminal leave provision: 10-14 consecutive years of service with the Board \$95.00 per day for 100 days; 15 or more consecutive years of service with the Board \$100.00 per day for 100 days.

This benefit shall only be paid once for each employee.

NOTIFICATION OF SICK DAYS

The Board agrees to report to each employee their accumulated, unused sick time, each year prior to October 1st.

ARTICLE XVII

MISCELLANEOUS

1. Local 68 shall be granted use of school facilities for Association business with prior approval of the Board Secretary.

2. The Local 68 Shop Steward shall be permitted, without loss of pay, to investigate all grievances and attend all grievance meetings and hearings in the course of representing the employees of this bargaining unit, upon proper notice to his supervisor.

3. The Local 68 business representative shall have access during all 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. The business representative will comply with board policy regarding visitors.

4. The Board agrees to provide copies of the revised contract for distribution to the membership.

ARTICLE XVIII

DUES DEDUCTION

The Board of Education agrees to deduct and transmit monthly membership dues and other proper assessments from bargaining unit member salaries upon receipt of signed, proper, authorization forms from the employee. The total monthly amount so deducted shall be forwarded each month to Local 68 no later than the 15th of the following month.

The Board agrees to deduct and transmit to Local 68 the initiation fees for employees covered by this Agreement. The Board agrees to begin the deduction of the initiation fee within two (2) pay periods of the receipt of the initiation fee authorization form. The Board agrees to deduct the initiation fee in four equal installments.

## ARTICLE XIX

### REPRESENTATION FEE

#### A. Purpose of Fee

If a member of the bargaining unit covered under the terms of this agreement does not become a member of Local 68 during any membership year, (i.e., from September 1, to the following August 31) prospectively, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

#### B. Amount of Fee

1. Notification - Prior to the beginning of each membership year, the Union will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.
  
2. Legal Maximum - In order to adequately offset the per capita cost of the services rendered by the Union as majority representative, the representation fee should be equal in the amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by

law.

C. Deduction and Transmission Fee

1. Notification - Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Board, a list of those employees who have not become members of the Union for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.
2. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, 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 paycheck paid:
  - (a) 15 calendar days after receipt of the aforesaid list by the Board; or
  - (b) 45 calendar days after the employee begins employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position, or was on layoff, in which event, the deductions will begin with the first paycheck paid 15 calendar days after the resumption of the employee's employment in a

bargaining unit position, whichever is later.

3. Termination of Employment - If an employee who is required to pay a representation fee terminates employment with the Board before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
4. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
5. Save Harmless - It is specifically understood and agreed that the International Union of Operating Engineers, Local 68 shall indemnify and hold the Irvington Board of Education harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable Counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by, the Irvington Board of Education in conformance with this provision.

ARTICLE XX

PROMOTION AND TRANSFER

Vacancies in positions in the bargaining unit will be posted in all schools. All applications for vacancies should be forwarded to the Supervisor, Building and Grounds. All unit members are eligible to request consideration for a transfer.

All unit members presently on staff, holding the appropriate licenses, who apply for promotional positions, and who have at least five (5) years of service in Irvington performing related duties, shall be afforded an interview unless specifically given the reasons in writing why an interview is not appropriate.

ARTICLE XXI

CONTINUING EDUCATION

Effective July 1, 1993, with the prior approval of the Superintendent, Unit Members shall be reimbursed 100% of tuition costs not to exceed 100% of the current state university tuition, for all successfully completed relevant courses. The maximum liability or exposure to the Board for tuition cost shall not exceed \$1,500 in each year of the contract. If Unit Members' requests exceed the amount budgeted by the Board, each employee will receive a pro rata reimbursement. If any funds are unused in any year, they shall be rolled forward into subsequent years. The maximum to be accumulated shall be \$4,500.

AGREEMENT BETWEEN:

IRVINGTON BOARD OF EDUCATION

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68  
HEAD CUSTODIANS UNIT

This agreement shall become effective on the 1st day of July 1993, and shall remain in full force and effect for a period of one (1) year and shall expire on the 30th day of June, 1996.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and have set their hands and seals thereto, executing this agreement by their duty authorized agents this 20th day of April, 1994.

LOCAL 68, IUOE

By: Vincent J. Giblin

Vincent J. Giblin,  
Business Manager

By: Thomas P. Giblin

Thomas P. Giblin, President

By: Robert Masterson

Robert Masterson,  
Recording Secretary

By: Robert Masterson

Robert Masterson,  
Business Representative

IRVINGTON BOARD OF EDUCATION

By: Yuloff Walter

L.S.

Board President

ATTEST:

John D'Angelo  
John D'Angelo,  
Board Secretary

L.S.

SIDE LETTER AGREEMENT

IRVINGTON BOARD OF EDUCATION

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68  
HEAD CUSTODIANS UNIT

The Board and Local 68 hereby agree that when construction is completed at the Myrtle Avenue and Union Avenue Schools, they officially become Middle Schools, and the staffing is settled for those two buildings, they will open negotiations concerning a stipend for the Head Custodians assigned to those buildings.

LOCAL 68, IUOE

IRVINGTON BOARD OF EDUCATION

By: Vincent J. Giblin  
Vincent J. Giblin,  
Business Manager

By: John D'Angelo L.S.  
Board President

By: Thomas P. Giblin  
Thomas P. Giblin, President

ATTEST:

By: Robert Masterson  
Robert Masterson,  
Recording Secretary

John D'Angelo L.S.  
John D'Angelo,  
Board Secretary

By: Robert Masterson  
Robert Masterson,  
Business Representative

