

A G R E E M E N T

B E T W E E N

M E C H A N I C S A N D L A B O R E R S

A N D

T R E N T O N B O A R D O F E D U C A T I O N

(Employers)

X 1980 - 1983

ARTICLE I

WORK WEEK

SECTION 1: Five (5) days shall constitute a week's work, Monday through Friday, eight a.m. until four-thirty p.m.

SECTION 2: All other hours worked shall be paid for at the rate of double-time.

AGREEMENT

THIS AGREEMENT, by and between the Board of Education of Trenton in the County of Mercer and United Brotherhood of Carpenters and Joiners of America, Local Union No. 31; Bricklayers, Masons and Plasters, Local Union No. 9; International Brotherhood of Electrical Workers, Local Union O. 269; Brotherhood of Painters, Decorators and Paperhangers of America, Local Union No. 301; United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry, Local Union No. 9, and International Hod Carriers and Common Laborers Union, Local Union No. 369 shall commence and be in effect from the first day of July, 1980 until the thirtieth day of June, 1983.

No changes or modifications shall be requested or recognized by either party hereto prior to the expiration of the within AGREEMENT except as provided in ARTICLE IV, SECTION 1.

ARTICLE III

BENEFITS

SECTION 1: Employees enumerated in the above salary schedule shall be entitled to the following benefits:

- A. Membership in the Public Employees' Retirement System of the State of New Jersey and all extended privileges to which they are entitled by virtue of their membership in this Fund.
- B. Permanent employees shall be granted annual vacation leave with pay according to the following schedule:

<u>Period of Service</u>	<u>Vacation Days</u>
To and including 7th month	1 day per month
8 months to and including 5 years	10 days
5 years to and including 15 years	15 days
15 years to and beyond	20 days

Vacation shall be taken within one year of the year accumulated. If, due to the workload, this can not be accomplished, the time may be extended with the written permission of the Executive Director of Buildings and Grounds. Under no circumstances shall the accumulation extend beyond one year following the appropriate date.

- C. An employee, retiring after 20 or more years of service, shall be paid the sum of 1/3 of his accumulated sick days x his per diem salary. Maximum amount payable shall be \$12,000 (twelve thousand dollars).

No vacation allowance will be granted to employees who resign from their positions before the end of the school year. However, vacation allowance will be granted those whose retirement is effective before the end of the school year providing they have worked seven months out of twelve.

- D. Longevity increment for years of service according to the following schedule:

Twenty (20) years	\$600
Twenty-five (25) years	\$600
Thirty (30) years	\$600
Thirty-five (35) years	\$600

In determining the total years service for longevity, the time shall commence with the first date of employment, providing employment was continuous.

Employees acquiring the above year of service, at anniversary date only and not retroactive before July 1, 1980.

- E. An employee of the Board of Education must retire by the first of the month preceding his 70th Birthday (New Jersey Statutes 18A: 66-43).

- F. Eighteen (18) days sick leave per year with full pay. All permanent full-time employees shall be permitted unlimited accumulation of all unused allowable sick days. When illness exceeds five (5) successive school days a physician's certificate covering the period of absence must be filed with the Executive Director, Buildings and Grounds. Sick leave is hereby defined to mean the absence from duty of any full time employee because of personal disability due to illness or injury or on account of being quarantined due to the presence of a contagious disease in the immediate household.

Three days per year shall be allowed for illness in the immediate family.

- G. Seven paid holidays as follows: New Year's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day or days celebrated as such.

An additional seven paid holidays as follows: Martin Luther King Day, day after Thanksgiving, Lincoln's Birthday, Washington's Birthday, Columbus Day, Veterans' Day and one day between Christmas and New Year.

Anyone required to work on the above specified holidays will be paid at double time.

- H. Three personal business or religious holidays shall be allowed with four (4) days written permission by the Executive Director Buildings and Grounds.

- I. Five (5) days with full pay for death in the immediate family. The family shall be understood to include: wife, husband, father, mother, child, brother, sister or other relatives who at the time of death is a member of the same household.

- J. With the approval of the Executive Director, Buildings and Grounds, an employee shall be allowed an absence of one day with no loss of pay for the death of others.

- K. Employees subpoenaed for jury duty shall receive full pay less fee received for such services. Absence by reason of subpoena shall result in no deduction from salary provided the subpoena is filed with the Secretary/Business Administrator, except where the employee is a party to the suit, in which case full deduction shall be made.

- L. Leave of absence, with loss of pay, may be granted by the Board of Education for a period of six (6) months after which another request for a leave of absence of six (6) months may be made.
- M. Employees returning to work after an authorized leave of absence shall be returned to the same or similar position held at the time leave was granted.
- N. For the school years, 1980-81, 81-82, 82-83, the Board shall pay the premiums for Blue Cross and Blue Shield (family coverage-age 25), for Rider J, and for Unlimited Major-Medical insurance coverage, in accordance with its Medical and Health programs for its other associations. Effective January 1, 1982 the BS 1420 Plan shall replace the present 750 Plan.

The Board and the Mechanics & Laborers Association agree that a drug prescription program for Mechanics & Laborers be established and that the cost thereof be paid by the employees by reducing the total amount of the negotiated pay rise by the cost of the prescription drug program.
- O. The Board shall pay the premium for the present family drug prescription program. Employee will co-pay \$1.00.
- P. Workmen's Compensation benefits as provided by statute and as covered by Workmen's Compensation Insurance for an employee who is absent because of injury by accident arising out of and in the course of his employment, compensation, such employees shall be entitled to the difference

between the weekly workman's compensation rate and the amount of his salary on account of temporary disability, as defined by the Workman's Compensation Act for a period not to exceed one year for each accident.

- Q. Maintenance employees shall be required to maintain, in their respective Unions, membership in good standing during the term of this Agreement. Membership in good standing is defined as the tender, when due, of the assessments and dues uniformly required.

POLICY COVERING TARDINESS

Any employee who is tardy, according to the schedule of the school or department to which he is assigned, three times in a school year, shall receive from his immediate supervisor a written communication setting forth the dates of tardiness and a notification that continuance of such tardiness shall result in disciplinary action.

Should an employee's tardiness continue to the point of five (5) times in a given school year, money equal to one-half days' pay shall be deducted from the employee's income. Similar deductions shall be made for each multiple of five additional incidents of tardiness in any given school year.

The calculation shall be as follows:

$$10 \text{ months} \text{ -- } \frac{\text{Annual Salary}}{200} \times \frac{1}{2} = \text{deduction}$$

$$12 \text{ months} \text{ -- } \frac{\text{Annual Salary}}{240} \times \frac{1}{2} = \text{deduction}$$

Exception to this policy may be granted only by the Superintendent of Schools.

ARTICLE IV

AGREEMENT

SECTION 1 The Trenton Board of Education or the Unions, if desiring changes in this agreement, must notify the other party on or before December 1 of any year; said changes, if agreed upon, shall become effective July 1 of the following year. However, changes may be made at any time by mutual consent.

ARTICLE V

NEGOTIATION AND GRIEVANCE

SECTION 1: There shall be no stoppage of work either by strike or lockout. A committee of three (3) representing the Denton Board of Education and three (3) representing the employees, shall meet within twenty-four (24) hours to resolve any differences.

ARTICLE VI

The Board agrees that when hiring any classification of employee covered by this Agreement, it will notify the respective Unions which shall refer qualified applicants for employment on a non-discriminatory basis. The Board has the right to reject any and all candidates.

ARTICLE VII

SECTION 1: When any employee is taking the place of his respective foreman, the foreman's rate shall be paid to that employee after five (5) consecutive work days in the foreman's position.

MEMO OF UNDERSTANDING

- SECTION 1: School Board and Unions agree to take out of this Agreement all Reference to Temporary Employees.
- SECTION 2: For employment of Temporary Employees - Unions agree to make available to the School Board and the School Board agrees to use in hiring from each union the appropriate prevailing scales.
- SECTION 3: Wages & Fringe Benefits for all temporary employees shall be the prevailing wage for each trade established by the New Jersey Department of Labor and Industry Division of Wage and Hour for Trenton, New Jersey.
- SECTION 4: It is agreed by and between the parties hereto that all temporary employees in the job classifications covered by this Agreement shall be provided by and hired from the Union's signatory hereto. Such temporary employees shall receive the wage rate specified in the then current Collective Bargaining Agreement in force for such employees' particular trade. Additionally, the Board shall, for each temporary employee, pay all fringe benefit contributions specified in the then current Collective Bargaining Agreement in force for such employees' particular trade. All such fringe benefit contributions, including dues check-off where required shall be forwarded by the Board to the designated agent for collection of such contributions on a monthly basis.

MAINTENANCE SALARIES

<u>CLASSIFICATION</u>	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
Carpenter-Foreman	20,458	22,176	24,305	26,687
Carpenter-Journeyman	19,324	20,947	22,958	25,208
Electrician-Foreman	21,592	23,406	25,653	28,167
Electrician-Journeyman	20,458	22,176	24,305	26,687
Mason-Foreman	20,912	22,669	24,845	27,280
Mason-Journeyman	19,778	21,439	23,497	25,800
Painter-Foreman	19,211	20,825	22,824	25,061
Painter-Journeyman	18,076	19,594	21,475	23,580
Plumber-Foreman	21,253	23,038	25,250	27,725
Plumber-Journeyman	20,118	21,808	23,902	26,244
Laborer-Foreman	17,623	19,103	20,937	22,589
Laborer-Journeyman	16,488	17,873	19,589	21,509
		8.4%	9.6%	9.8%
		1/1/82 BC/BS age 25 1420 Series	.2%	

11/7/80

C/1

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232 11/10/80

*Corrected typographical error - 11/17/80
should be \$27,280

11/7/80

C/L

... 11/10/80
... 11/10/80

SIGNED FOR THE UNIONS

SIGNED FOR THE BOARD OF EDUCATION

United Brotherhood of
Carpenters and Joiners of
America, Local Union No. 31

President - Trenton Board of Education

Bricklayers, Masons and
Plasterers, Local Union No. 6

Secretary/Business Administrator

International Brotherhood of
Electrical Workers, Local
Union No. 269 -

Brotherhood of Painters, Decora-
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Local Union No. 301 - District Council #10

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