

AGREEMENT

Between

BOARD OF EDUCATION
OF THE VOCATIONAL SCHOOLS IN THE
COUNTY OF MIDDLESEX, NEW JERSEY

and

MIDDLESEX COUNTY VOCATIONAL HIGH SCHOOL EMPLOYEES
ASSOCIATION

July 1, 2005 – July 1, 2008

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PREAMBLE:

THIS AGREEMENT made and entered into the _____ day of _____, 2005, by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF MIDDLESEX NEW JERSEY, hereinafter known and designated as the Employer and the MIDDLESEX COUNTY VOCATIONAL HIGH SCHOOL EMPLOYEES ASSOCIATION, hereinafter known and designated as the Association.

WITNESSETH

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those custodial and maintenance employees working in the schools who are members of the Association and to provide orderly and peaceful procedures for presenting employee grievances and procedures and to protect the rights of the public, employees, and the Employer, and pursuant to N.J.S.A. 34:13A:1 et seq. and applicable School Laws, Title 18A.

NOW THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

Section 1.

The Employer hereby recognizes the Association as the representative of the custodial and maintenance employees of the Board of Education of Middlesex County Vocational Schools, who have elected to be represented by the Association for the purpose of presenting and making known to the Employer their proposals for wages, hours of work, conditions of employment, and grievance procedures.

Section 2.

It is further provided that any individual employee shall have the right at any time to present a personal grievance or proposal. Any employee who is a member of the Association shall have the right to have an Association representative present at his employee=s request.

Section 3.

The employee agrees to deduct the initiation fee and/or dues from the wages of each employee who is a member of the Association and to forthwith remit the same to the Association office.

Section 4.

The Association agrees to file a dues deduction authorization form with the Employer for each employee prior to such deductions.

Section 5.

The Association shall consult with the Administration in connection with the planning of one additional day of in-service training per year to address custodial and maintenance job concerns and to improve such employee=s job performance.

ARTICLE II

HOURS OF WORK

Section 1.

The normal hours of work shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday.

If required to work on a Saturday, the employee shall be granted a minimum of four (4) hours work paid at time and one half (12).

If required to work on a Sunday or holiday, the employee shall be guaranteed a minimum of four (4) hours work paid at double (2) time.

If an employee=s regular eight (8) hour shift extends past 12:00 a.m. midnight on Saturday, the employee will be paid for any hours worked on Sunday at double time. The minimum guarantee for Sunday work shall not apply in such instances. Employees assigned work Saturdays, Sundays, or holidays will perform all assigned work including building checks which shall be assigned and scheduled at a time at the discretion of the Principal, Superintendent or the Superintendent=s designee and shall normally be performed between the hours of 8:30 a.m. and 4:00 p.m.

The shifts will normally fall in the following brackets.

Shift #1	Shift #2	Shift #3
Between 6:00 a.m. and 5:00 p.m.	Between 2:00 p.m. and 1:00 a.m.	Between 10:00 p.m. and 9:00 a.m.

Every reasonable effort will be made to staff shifts so that, except in case of emergency, one individual does not work alone for more than two (2) hours when no other Board of outside contractor personnel is present in the building. Flex hours can be assigned at the discretion of the Building Administrator within the hours of a particular shift: This shall not be interpreted as the right to create split shifts.

Rotating shifts will be determined by facility needs. The Superintendent or his/her designee will establish shifts to meet the facility needs and designate the presently-assigned association member to such shifts.

Section 2.

Flex Hours (Swing Shifts). The Superintendent or his/her designee may establish differentiated workweeks for maintenance and custodial employees. Each designated workweek shall consist of five consecutive days. Assignments to a week other than Monday through Friday shall be made through volunteers and employees only hired after June 30, 2005. Existing employees cannot be compelled to accept such assignments. Employees whose regular shift includes Saturday or Sunday cannot receive overtime pay for that regular shift. For regularly-assigned shifts which include Saturday and Sunday, two (2) employees must be assigned at all times.

Section 3.

A paid lunch period of thirty (30) minutes is allowed for each employee working a full shift, day or evening. Unit members shall be permitted two fifteen (15) minute coffee breaks daily, one in the morning and one in the afternoon. Notification is required for leaving school property.

Section 4.

When an employee is required to work beyond a normal shift the employee shall receive time and one-half (12) for all time worked.

If an employee is called in for emergency work, the employee shall be guaranteed four (4) hours work paid at time and one-half (12). An employee called in for emergency

work shall have the time computed from the time the employee received the call to work, up to a maximum of one half (2) hour of travel time.

The Principal, Superintendent or the Superintendent=s designee shall assign all overtime.

Section 5.

If an employee works longer than the normal shift, the employee is allowed a second paid thirty (30) minute lunch period, provided the time span includes the time when the employee would normally eat a second meal that day. Whenever the employee was unprepared for such an event, the Employer shall pay for the second meal, to a maximum of \$7.50 for years one (1) and two (2) of this Contract and a maximum of \$8.00 for the third (3) year of this Contract. Receipts will be required to be submitted by the employee in connection with such payments.

Section 6.

An employee assigned to check the building when it is closed, such as on Saturday, Sundays, and legal holidays, shall be paid a minimum of two (2) hours at time and one-half (12).

One (1) additional hour at time and one-half (12) will be added for the East Brunswick school for the purpose of attending to extra duties involving the horticulture building.

Section 7.

The shift premiums, as of July 1, 2005, will be as follows:

2nd shift: \$.60 per hour
3rd shift: \$.72 per hour

Every effort shall be made to pay the shift differentials for employees assigned to shifts on full time basis in their regular paycheck.

ARTICLE III

HOLIDAYS

Section 1.

Employees shall receive the official legal holidays provided under State Law. They are:

July 4	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Lincoln's Birthday
Election Day	Washington's Birthday
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Christmas Day	

The day after Thanksgiving Day and Easter Monday shall be additional paid days off. Employees in the bargaining unit shall be given no more than two (2) additional holidays. One day each for both Yom Kippur and Rosh Hashanah, provided school is closed for those holidays. If an employee is required to work on these days, it shall be treated like Saturday work; see Article II, Sec. 1. Unit members will be off Thursday and Friday of Teachers conventions.

If an employee is required to work on any of the legal holiday, the employee shall be guaranteed a minimum of four (4) hours work paid at double time, in addition to receiving their regular pay for such holiday.

Holidays named in this section which fall on Saturday will be considered, for payroll purposes only, to be observed on the previous Friday. Holidays covered by this section which fall on Sunday will be considered, for payroll and holiday purposes, to be observed on the following Monday.

Section 2.

In the event a legal holiday named in Article III, Sec. 1 falls during an employee=s vacation period, such employee shall receive an additional day=s vacation.

Section 3.

Employees shall receive the above paid holidays provided that the district=s schools are closed on that day and the designated holiday is not a day on which the students are scheduled or required to be in attendance. The administration may move the taking of the holiday to another date to meet the needs of the school calendar.

ARTICLE IV

VACATIONS

Section 1.

Up to one (1) year of service - each employee shall receive one (1) vacation day with pay for each full month of service, up to a maximum of ten (10) vacation days.

Employees shall receive vacation with pay based on years of service from the anniversary date of that employee=s hire to be assessed July 1 of the subsequent year in accordance with the following vacation table:

1 year to 5 years of service	10 days
5 years to 10 years of service	15 days
Over 10 years of service	20 days

If a regular payday falls within the employee=s vacation period the employee shall be given a paycheck prior to going on vacation.

Vacations may be taken at any time during the year, if requested at least 90 days in advance and approved by the Superintendent of Schools.

Section 2.

All vacations shall be taken consistent with school needs. Employees in each building shall pick vacation in order of seniority. The initial posting shall be in two-week periods, and subsequent postings shall be in one-week periods. The employee may pick less than a full posted period, without losing the days not used, which days shall continue as part of his vacation allotment until used in a subsequent pick. A subsequent

vacation pick may be joined with a prior pick if such a time period is available at the time the subsequent vacation is chosen.

Section 3.

Any employee eligible for a vacation, whose employment has been terminated for any reason whatsoever, shall nevertheless receive a pro-rated vacation, or equivalent pay.

Section 4.

Vacation time may not be accumulated beyond the school year.

ARTICLE V

SICK LEAVE and ABSENCE REPORTING

Section 1.

Sick leave is hereby defined to mean the absence of any employee from his or her post or duty because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district=s medical authorities on account of a contagious disease or of being quarantined for such a disease on the employee=s immediate household. (Reference: N.J.S.A. 19A:30-1).

Section 2.

During the school year (July 1 through June 30) one (1) sick leave day shall be allowed without loss of pay for each full month of employment.

Section 3.

If an employee does not use the entitled sick leave days in one (1) school year, the employee shall be allowed to accumulate the entire unused portion without limit. [Reference: N.J.S.A. 18A:30-3].

Section 4.

Accumulated sick leave shall be reckoned from the date on which the Employer first employed the employee. If an employee leaves and is re-employed by the Employer, the employee=s accumulated sick leave shall be reckoned from the date of re-employment.

Section 5.

All employees absent due to illness shall fill out a form furnished by the Employer stating the date and nature of the illness or injury. The Employer may, at its discretion require an employee to furnish a physician=s certificate of illness or injury. [Reference: N.J.S.A. 18A:30-4].

Section 6.

Sick leave time may not be used for any purpose other than personal illness.

Section 7.

Each employee will receive supplemental retirement compensation, not to exceed \$20,000 upon retirement from a State administered Pension Fund on or after July 1, 2005, following service for the number of years required by such pension fund to qualify for retirement benefits, in the amount of \$65.00 for each accumulated sick day credited to the employee as of the date of retirement. Written notification of such retirement must be provided by December 1st of the year preceding the year of retirement to receive this payment upon retirement. If such notice is not provided by December 1st of the preceding year, the Board may postpone payment to the following year.

Section 8.

The benefit provided for in Section 7 of this Article shall be paid to the estate of any employee who dies while employed in the District, provided that the employee was otherwise eligible and entitled to receive the benefit under the terms of Section 7 above. Such payment will be made within a reasonable period following the furnishing of appropriate proof of death to the Board.

ARTICLE VI

DEATH IN THE FAMILY

Section 1. Death in the Immediate Family:

1. Death in the Immediate Family. In case of a death in the immediate family, the employee shall be entitled to a maximum of four (4) consecutive paid days absence without loss of pay, provided that no more than two (2) unpaid days intervene, and provided that one (1) of these four days includes the day of the death or day of the funeral. The immediate family is defined as spouse, parents, brother, sister, child, grandparents, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, domestic partner or any member of the family living in the same house. Employees shall be entitled to two (2) days paid absence for death of a brother-in-law or sister-in-law. The employee shall also be entitled to one (1) day per school year for a death in their extended family.

ARTICLE VII

COURT OR MILITARY ORDERS

Section 1.

There shall be no loss of pay due to absence caused by compliance with a court subpoena for business directly related to school activities or jury duty or selective service or military directive when compliance is mandatory and must be carried out during work hours. This does not include induction into the military service or the meeting of military training requirements.

During such absence employees shall be paid the difference between their normal pay and any compensation received for jury duty or selective service or military duty.

ARTICLE VIII

PERSONAL DAYS

Section 1.

Three (3) personal days without stated reasons for absence will be granted upon 48 hours notice, excluding emergencies, to the proper supervisor. It is intended that these days will be available as a reserve for genuine emergencies.

Section 2.

Unused personal days shall be converted to accumulated sick leave days, and treated as such.

Section 3.

Any excused absence beyond the three (3) days without stated reasons covered by this Article shall result in loss of pay whether a substitute is employed or not.

Section 4.

Requests for absences covered in this Article shall be made in writing as far in advance as possible, in no event to be less than 48 hours, excluding emergencies.

ARTICLE IX

SENIORITY AND PERMANENT EMPLOYEE SECURITY

Section 1.a.

Employees promoted to a higher classification shall be considered on a trial basis for a period of ninety (90) days from the effective date of the reclassification.

If the performance of the employee is evaluated as unsatisfactory, a position in the former classification will be offered to the employee at the employee=s former salary rate.

Evaluations made during the trial period will be discussed with the employee.

Section 1.b.

Newly-hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of beginning work. Such employees may be terminated any time during said period, without recourse whatsoever.

Section 2.

Upon completion of trial period, such employee=s seniority shall be effective as of the original date of employment.

Section 3.

Seniority shall mean length of continuous service with the Employer within job classification.

Section 4.

In the event of layoff, seniority shall prevail unless the employee is discharged for cause. It shall be the Employer=s policy to place promotions on the basis of an employee=s ability, fitness and seniority. It is the intention of the Employer to fill vacancies from within the job classification before hiring new employees, provided employees are available with the necessary qualification and ability to fill the vacancy in the judgment of the Superintendent of Schools. Any dispute arising under this Section shall be subject to the grievance procedure through Level Three only.

Section 5.

The President and Grievance Chairperson shall have top seniority while serving in such capacity and after periods of service shall have a normal seniority status with respect to layoff and recall.

Section 6.

An employee shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause.
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Employee may request substantial proof of illness or accident.

Section 7.

Notices of all job vacancies in job categories covered by the Contract shall be posted in the schools.

Section 8.

The Employer, upon recalling, shall do so in the inverse order of layoff. The Employer shall recall the last employee laid off; providing however, the such employee has the qualifications for the position for which the employee is recalled. Under no circumstances shall the Employer hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

Section 9.

An employee recalled and reinstated to a former position shall receive the current rate of pay for the position.

Section 10.

Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee.

Section 11.

New employees must hold or obtain at least a Boiler-Fireman Low Pressure (Black Seal) License, within one (1) year of date of employment or be terminated unless extenuating circumstances prevail. The Board will pay an amount up to \$60.00 for the cost of books and materials for the Black Seal course. Employees holding a Black Seal License shall receive an additional \$250.00 per Contract year. Employees who earn a Black Seal License during any Contract year will receive the \$250.00 pro-rated to the month of licensing.

Section 12.

Employees possessing a Pesticide Applicator's Certification who are required by the Supervisor of Buildings and Grounds to work under the certification shall be given a \$250.00 stipend during that school year. Employees who earn a Pesticide Applicator's Certification during any contract year and work under the certification will receive the \$250.00 pro-rated to the month of licensing.

Section 13.

Transfers of employees to another school by the Employer shall be made on the District=s need, as recommended by the Superintendent.

Section 14.

Employees who desire a change in assignment or shift or who desire to transfer to another building may file a written letter of such desire at any time with the Superintendent. Such letter shall include the shift, position and the school or schools to which (s)he desires to be transferred, in order of preference. Transfers may or may not be granted in the Superintendent's sole discretion.

ARTICLE X

WORK CLOTHES

Section 1.

The Employees shall provide employees covered by this Contract with the following at no cost to them:

- (a) Two (2) pairs of safety work shoes per year. Safety shoes are required to be worn by all employees while working. Maximum cost of each pair of shoes will be \$75.00 as of July 1, 2005.
- (b) Three (3) work uniforms per year including shirt and trousers, and one (1) short sleeve shirt for summer wear. Uniforms are required to be worn, without alteration of their appearance, by all employees while on duty. Violation of this requirement will subject the employee to disciplinary action.
- (c) Four (4) pairs of work gloves per year.

The Employer shall provide one (1) pair of approved non-prescription safety glasses to each maintenance mechanic whose work required the use of such glasses. The Employer shall pay for the actual cost of the glasses. The Employer shall designate the company from which the glasses are to be purchased.

Section 2.

The Employer will provide a new winter jacket to each employee at a cost not to exceed \$75.00 as of July 1, 2005. Said jacket will be provided as soon as practicable. Employee will turn in the old jacket every five (5) years beginning in November 2005.

Section 3.

Wet weather clothing kit, slickers and boots shall be provided for those employees required to work outside in bad weather.

The Employer will provide up to a total of six (6) pairs of soil protective garments for employee in the bargaining unit. The Employer will replace the garments when they become unusable.

ARTICLE XI

BULLETIN BOARDS

Bulletin boards will be made available in each school to the Association and the Employer for the purpose of posting Association notices relating to meetings, dues, entertainment, health and safety, job openings, rollover, vacations, the school calendar as soon as Board approved, a calendar of school events requiring custodial or maintenance coverage as soon as the event is scheduled and general Association activities.

ARTICLE XII

NON-DISCRIMINATION

The Employer agrees not to discriminate against an employee because of an employee's activities as a member of the Association. There shall be no discrimination against any employee because of race, color, creed, religion, sex, ancestry, national origin, age, English proficiency, sexual preference, marital status or veteran status.

ARTICLE XIII

MAINTENANCE OF EXISTING CONDITIONS

No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the schools. This Section shall not apply to any subject matter covered by the Agreement.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1.

It is hereby agreed that the Employer has the right to discharge for just cause. The employer agrees to advise the Association of any such discharge and the reason therefore at the time of such action. Any employee is entitled to represent himself or herself or to be represented by a designee of their choice at any step in the grievance procedure.

Section 2.

A. Definitions:

1. A _grievance_ is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, Board policies or administrative decisions and practices affecting an employee or a group of employees. The term _grievance_ shall not include or apply to any matter: (a) which is a complaint of a non-tenure employee arising by reason of his or her not being re-employed; or (b) which is a complaint by any employee occasioned by appointment to, lack of appointment to, retention in or lack of retention in, any position for which tenure is not required.
2. An _aggrieved person_ is the person or persons or the Association making the claim.
3. A _party in interest_ is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken order to resolve the claim.

B. Purpose:

1. This procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of employees. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. **Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.**
3. **The number of days permitted for responses or appeals to the next level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled on the basis of the last answer of the Board or its representative if not appealed to the next step within the time limits set forth herein. If the representative of the Board gives no response within the time specified, the grievance shall automatically be moved to the next level. The time limits may be extended by written agreement between the parties.**

C. Procedure:

1. Level One:

- a. **An employee with a grievance shall first discuss it with his or her principal or immediate supervisor, either directly or through the Association=s designated representative, with the objective of resolving the matter informally.**
- b. **A grievance under Level One must be initiated within twenty (20) school days after the occurrence of the facts of the grievance, and/or the grievance shall be deemed to be settled and the right to further processing under this procedure waived.**

2. Level Two:

- a. **If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One; or, if no decision has been rendered within five (5) school days after presentation of the grievance, he or she may file the grievance in writing with the Association=s designated representative. Within five (5) school days after receiving the written grievance the Association=s designated representative may refer it to the Superintendent of Schools.**

- b. The submission to the Superintendent shall contain a statement setting forth:
 - (i) The nature of the grievance.
 - (ii) The nature and extent of the loss, injury or inconvenience, and the remedy requested.
 - (iii) The results of previous discussions.
 - (iv) The stated dissatisfaction with the decision previously rendered.
 - (v) Documents and information relevant to the grievance which are then within the custody of the Association.

3. **Level Three:**

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been reached within fifteen (15) school days after the grievance was delivered to the Superintendent, he or she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association=s designated representative submit his or her grievance to the Board of Education.

The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. The Board shall review the grievance, at its option, hold a hearing with the employee, and render a decision in writing within ten (10) school days of receipt of the request.

- b. Within a reasonable length of time but not later than the date of the next regular meeting of the Board, if possible, the Board and the Association=s designated representative shall attempt to reach a mutually acceptable settlement.

- c. **A claim shall only be processed beyond Level Three if such a claim does pertain to the interpretation, application, or violation of this Agreement.**

4. Level Four:

- a. **If the grievance is not resolved to the satisfaction of the aggrieved party, and the Grievance Committee of the Association feels the grievance has merit, and if the grievance pertains exclusively to alleged misinterpretation inequitable application or violation of any of the provisions of this Agreement, the grievance may be submitted to the Public Employment Relations Commission for arbitration by a written notice to the Board within ten (10) school days following receipt of the Board=s decision.**
- b. **The decision of the arbitrator shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by or violates of any law, or which is violative of the terms of the Agreement. The arbitrator shall have no power or authority to add to nor to subtract from or to modify any of the terms of the Agreement, nor shall he or she in any case have the power to rule on any issue or dispute which is not an arbitrable grievance by law or as defined in this Article, or which is excepted from this grievance procedure or arbitrator=s review by law or by any other provision of this Agreement, or on any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.**
- c. **The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel subsistence expenses and the cost of the hearing room shall be born equally by the Board and the Association.**
- d. **All employees, including the grievant, shall fulfill all obligations of employment during the processing of grievance at all levels.**

- e. **Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons thereafter and shall be transmitted promptly to all parties in interest and in the Association.**

- f.
 - 1. **The disposition of any grievance at any steps of the procedure by agreement between the Association and the Board shall be final and binding upon the grievant or other persons who are involved or affected thereby. Any interpretation of the Agreement agreed upon by the Board and the Association in writing shall be final and binding upon all those covered by this Agreement and the Board of Education.**

 - 2. **Any aggrieved person may be represented at all stages of the grievance procedure by him or her, or at his or her option, by representatives selected or approved by the Association. When the Association does not represent an employee, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.**

- g.
 - 1. **Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.**

 - 2. **All meetings and hearings under this procedure shall not be conducted in public subject to the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq. and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.**

- h. **The Board may at its election, institute a grievance against the Association for claimed misinterpretation, misapplication or violation of this Agreement by the Association or its representatives. Prior to obtaining the services of an arbitrator, the Board shall notify the Association in writing of its intention to do so, with reasons. The parties shall meet within ten (10) school days after the date of such notice in order to attempt to resolve the matter. If the grievance is not**

resolved within ten (10) school days after the first such meeting, the Board may then proceed to obtain the services of an arbitrator by following the applicable procedure of Level Four.

Section 3.

The Board of Education, subject only to the legally enforceable expressed terms of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board are the right to executive management and administrative control of the school system and its properties and facilities and employees; to adopt or modify and to post rules and regulations governing working conditions; to hire, assign, promote, transfer and retain employees covered by this Agreement, or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the method and means of instruction and the duties, responsibilities and assignments of employees with respect thereto, including the determination of work load, and the terms and conditions of employment generally, to create, abolish, fill or fail to fill any position; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out such goods and services as it deems proper, and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation, subject only to be legally enforceable provisions of this Agreement.

Section 4.

- A. This Agreement represents and incorporates the complete and final settlement by the parties of 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 matters, 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.
- B. The Board agrees that any changes in terms and conditions of employment during the terms of this Agreement shall be negotiated with the majority representative before implementation by the Board.

ARTICLE XV

RIGHT OF VISITATION

Section 1.

The representatives or any officer of the Association shall have admission to the Employer=s premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the school Principal for permission to visit, which permission shall be reasonably granted, it being understood, however that such representatives shall in any way interfere with the operation of the school during working hours and that the privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

Section 2.

When Officers of this Association are required to attend a meeting with the Employer, this meeting shall take place during work hours and the Officers shall not have this time deducted from their wages.

ARTICLE XVI

WAGES

Section 1.

All custodians and maintenance employees shall be appointed and salaries fixed by the Employer on a school year basis July 1 through June 30.

Salary rates are not to be changed during the year other than for a change in classification.

Section 2.

The salary guide schedules for all employees covered in this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof. Step does not mean years of service. The Employer shall have the right to hire employees at a step higher than the initial step.

For the duration of this agreement each unit member shall move according to the Salary Progression Guide.

Section 3.

Employees who operate their own vehicles on official business approved by the Superintendent shall be reimbursed at the mileage rate established by the Internal Revenue Service. Employees can be required to carry suitable tools or equipment in their vehicles based upon the size of their vehicles.

ARTICLE XVII

LONGEVITY

After fifteen (15) accumulated years of service in the school system a service increment of \$600.00 shall be added to the annual salary for ensuing school year, and another \$600.00 service increment after twenty (20) years of accumulated service.

ARTICLE XVIII

HEALTH CARE BENEFITS AND MATERNITY LEAVE

Section 1.

- A. The Board shall provide medical health care coverage for employees covered under this Agreement and their families during the term of this Agreement equivalent to such benefits as are provided by the New Jersey State Health Benefits Program.
- B. Provisions of the health care insurance program shall be detailed in master policies and contracts carried by the Board.
- C. The Board may substitute other insurance carriers so long as the applicable insurance coverages are equal to those then being provided, or in order to bring the insurance carriers and coverages into compliance with Paragraph A above.
- D. The Board agrees to consult with the Association before making any changes in health insurance benefits or coverages during the term of this Agreement.

- (1) The Board will pay one hundred percent (100%) of the premiums for the employee, spouse and children permitted under the family plan by the dental plan insurance carrier. The Board payments toward the premium cost of such dental care insurance must be permitted by the Health Benefits Plan in which the Board is a participating employer.**
- (2) Prescription insurance will be provided by the New Jersey State Health Benefit Program and covered to the extent allowable by this Plan, or successor Plan.**
- (3) The Board will pay one hundred percent (100%) of the premiums for the employee, spouse and children permitted under the family plan by the optical program insurance carrier.**
- (4) The Board shall pay for the benefits provided under Article XVIII for any employee who retires at or after age fifty-five (55) with twenty-five (25) or more years of continuous service in this District and who is receiving pension benefits under a State administered retirement system, until the sixty-fifth (65th) birthday of such employee.**

- E. An employee shall notify the Superintendent in writing as soon as her pregnancy has been medically confirmed, but no later than sixty (60) days prior to the leave commencement date. An employee may apply for maternity leave furnishing the Superintendent with a certificate from her doctor stating the expected date of delivery. She will be permitted to work as long as her physician certifies in writing to the Superintendent that she is able to continue working. The leave of absence shall not end later than two (2) years from the commencement of the leave.**

Accumulated sick days credited to the employee at the commencement of her maternity leave shall be retained until that employee returns to active service in the district. The employee's salary status at time of return shall be the same as it was at commencement of the maternity leave unless the employee had completed ninety (90) days of service after July 1st of the year said

leave commenced whereupon the employee shall advance a maximum of one (1) step on the appropriate salary guide.

Health care benefits will continue to be paid during the maternity leave up to one (1) year from the commencement of the leave. The Board may require the employee to be examined by a physician designated by the Superintendent.

ARTICLE XIX

DEFECTIVE EQUIPMENT

Employees shall not be required to operate defective equipment. Unsafe conditions or defective equipment shall be reported to the proper school authorities as soon as possible in order to ensure proper correction, repair or replacement.

ARTICLE XX

NEW CLASSIFICATIONS AND WORK OUT OF CLASSIFICATION

Section 1.

- A. In the event a new classification is established in the area of custodial or maintenance work, negotiations shall be reopened upon request of either party for the purpose of establishing wage rates and working conditions.

This Article applies to new classifications only.

- B. When a custodian performs carpentry, masonry, roofing, plumbing or electrical maintenance work, normally performed by a maintenance mechanic, the custodian shall be paid the maintenance mechanic's rate for that time, provided that the task has been identified as being covered by this Section before the start of the task, and the custodian works at least four (4) hours in a specific day in that classification and, if overtime pay is involved, the work will be offered to available maintenance mechanics before being offered to a custodian.
- C. There shall be created a new position of Head Maintenance Employee with a \$2,050.00 (2005-2006); \$2,100.00 (2006-2007); \$2,150.00 (2007-2008) differential over the salary guide of Maintenance Employees.

- D. There shall be created a new position of Head Grounds Employee with a \$2,050.00 (2005-2006); \$2,100.00 (2006-2007); \$2,150.00 (2007-2008) differential over the salary guide of Maintenance Employees.
- E. There shall be created a new position of Night Operations Coordinator to be filled at the discretion of the Superintendent with a \$1,050.00 (2005-2006); \$1,100.00 (2006-2007); \$1,150.00 (2007-2008) differential over the salary of the custodial guide. (East Brunswick, Piscataway and Perth Amboy Schools)

ARTICLE XXI

REPRESENTATION FEE

Section 1.

Any employee who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association; such representation fee shall be paid and administered pursuant to the requirements of New Jersey law. The Association represents and agrees that membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system, which complies with the requirements of law. The payroll deduction for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions. The Association agrees to indemnify and save the Board harmless from any damages which may be incurred by the Board as a result of claims made by any employee relating to this Paragraph and any payroll deductions made hereunder, provided that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE XXII

TERMS OF AGREEMENT

Section 1.

This agreement shall become effective as of July 1, 2005 and shall remain in full force and effect and expire on June 30, 2008.

Section 2.

The Association shall have the right to open negotiations on a Successor Agreement by advising the Board of Education to that effect on or before September 1st of the year in which the contract expires.

This Agreement shall remain in full force and effect until a Successor Agreement is negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on this _____ day of _____ 2005.

THE MIDDLESEX COUNTY-
VOCATIONAL HIGH SCHOOL
EMPLOYEES ASSOCIATION

THE BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOLS IN THE COUNTY
OF MIDDLESEX, NEW JERSEY

BY _____

BY _____

ATTEST: _____

ATTEST: _____

Vo-Tech Guide
2004-2005

	Custodian	Head Custodian	Maintenance Mechanic
1			
2			
3			
4			
5	25020	27020	35474
6	25796	27796	36524
7	26683	28683	37574
8	27157	29157	38624
9	28157	30157	39674
10	29157	31157	40724
11	30157	32157	41774
12	32157	34157	42801
13	34434	36434	43801
14	37734	39734	44801
15	41744	43744	47361

Vo-Tech Guide
2005-2006

	Custodian	Head Custodian	Maintenance Mechanic
1			
2			
3			
4			
5	26490	28540	36944
6	27266	29316	37994
7	28153	30203	39044
8	28627	30677	40094
9	29627	31677	41144
10	30627	32677	42194
11	31627	33677	43244
12	33627	35677	44271
13	35904	37954	45271
14	39204	41254	46271
15	43214	45264	48831

Vo-Tech Guide
2006-2007

	Custodian	Head Custodian	Maintenance Mechanic
1			
2			
3			
4			
5	28023	30123	38477
6	28799	30899	39527
7	29686	31786	40577
8	30160	32260	41627
9	31160	33260	42677
10	32160	34260	43727
11	33160	35260	44777
12	35160	37260	45804
13	37437	39537	46804
14	40737	42837	47804
15	44747	46847	50364

Vo-Tech Guide
2007-2008

	Custodian	Head Custodian	Maintenance Mechanic
1			
2			
3			
4			
5	29621	31771	40075
6	30397	32547	41125
7	31284	33434	42175
8	31758	33908	43225
9	32758	34908	44275
10	33758	35908	45325
11	34758	36908	46375
12	36758	38908	47402
13	39035	41185	48402
14	42335	44485	49402
15	46345	48495	51962

SCHEDULE "A"
 2005-2008 Salary Guide
 Salary Progression Guide

04-05	05-06	06-07	07-08
5-----	5-----	5-----	5
6-----	6-----	6-----	6
7-----	7-----	7-----	7
8-----	8-----	8-----	8
9-----	9-----	9-----	9
10-----	10-----	10-----	10
11-----	11-----	11-----	11
12-----	12-----	12-----	12
13-----	13-----	13-----	13
14-----	14-----	14-----	14
15-----	15-----	15-----	15