

AGREEMENT

between

**THE RIVER VALE BOARD OF
EDUCATION**

and

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

For the contract years

7/1/2004 – 6/30/2007

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AGREEMENT

between

THE RIVER VALE BOARD OF EDUCATION

and

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

PREAMBLE

This Agreement entered into this eighth day of June, 2004 by and between the Board of Education of the Township of River Vale, New Jersey, hereinafter called the Board, and the International Union of Operating Engineers. Local 68, 68A, 68B, hereinafter called the Union.

ARTICLE I - RECOGNITION

The Board hereby recognizes the Union as the exclusive and sole representative for the purpose of collective negotiation concerning all matters relating to the terms and conditions of employment for all full time and part time Head Custodians. Custodians, Lead Custodians and Maintenance employees excluding:

- Managerial Executives
- Confidential Employees
- Supervisory Employees
- Police
- Professional Employees
- All Other Employees

1. Unless otherwise indicated, all references in this Agreement to “he,” “him,” and/or “his,” shall apply to male and female members of the Board and the Union.

2. Unless otherwise indicated, the term, “employees.” when used hereinafter in this Agreement, shall refer to all employees represented by IUOE Local 68 in a negotiating unit as above defined.
3. Unless otherwise indicated, words used in the singular shall include words in the plural when the text so requires.

ARTICLE II - NEGOTIATION PROCEDURE

Negotiations shall begin no later than February 15th of the school year in which the agreement expires. Any Agreement negotiated shall apply to all employees herein identified under Article I, be reduced to writing, upon approval by the Custodial Union (“Union”), be signed by the Union, and upon approval by the Board be signed and adopted by the Board.

ARTICLE III - UNION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Union, upon written request. such information in the public domain as follows:
 1. A list of employees covered by this Agreement, their salaries, and a summary of their steps on the guide, if available.
 2. A line item budget
- B. The Union and its Representatives, upon written request to and approval by the Superintendent shall have the right to:
 1. Use of school building on days when classes are regularly in session and when use of said facilities is not in conflict with regular assignments. The designation of available hours and rooms shall be determined by the Superintendent.
 2. Use of equipment with the exception of telephone and supplies shall be permitted at reasonable times when school is not otherwise in session.
 3. Reasonable use of scheduled interschool mail and mail boxes.

- C. The rights and privileges of the Union and its Representatives as set forth above shall be granted only to the duly recognized unit as the exclusive representative of the Custodians and Maintenance employees.
- D. Copies of all changes or additions to the River Vale School Policy Book shall be forwarded to the Union Business Representative and Union Shop Stewards. A copy of the original section of the River Vale School Policy Book shall be made available upon request.

ARTICLE IV - EMPLOYEE RIGHTS

- A. All bargaining unit employees shall be protected by, and shall enjoy all benefits provided by Chapter 123, Public Laws 1974.
- B. The Board shall not discriminate against any bargaining unit employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union and its affiliates, his participation in the normal activities of the Union and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under the negotiated Agreement or otherwise with respect to any terms or conditions of employment, so long as these activities do not interfere with the employees' regular assignments. All bargaining unit employees shall be allowed to wear pins, hats or other identification of membership in the Union or its affiliates as long as the identification does not interfere with the performance of duty or the operation of the school, and adheres to Board policy.
- C. Whenever any bargaining unit employee is required to appear before the Board or any committee or member thereof, excluding the Superintendent of Schools, concerning any disciplinary matter or any salary increments pertaining thereto, then he shall be given written notice of the reasons for such meeting or interview not less than five (5) days prior to said appearance whenever possible and shall be entitled to have a Union Representative present to advise him and represent him during such meeting or interview.
- D. Any criticism by a supervisor, administrator, or Board Member, of a bargaining unit employee should be made in confidence and not in the presence of students, parents, or other public gatherings, unless otherwise required by law. The Board should protect and support bargaining unit employees in the proper performance of their duties.

ARTICLE V - RIGHTS OF THE BOARD

- A. There is reserved exclusively to the Board all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of New Jersey and of the United States, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions which are not inconsistent with this Agreement.
- B. In addition to the rights otherwise described herein, the Board specifically reserves, but is not limited to, the following rights and authorities:
1. To supervise the employees of the school district.
 2. To hire, promote, transfer, assign and retain employees in positions in the school district and, for just cause, to suspend, demote, discharge or take other disciplinary action against employees.
 3. To relieve employees of duty because of lack of work or for other legitimate reasons.
 4. To maintain efficiency of the school district entrusted to them.
 5. To determine the methods, means and personnel by which operations are to be conducted.

ARTICLE VI - WORK YEAR/WORK WEEK/WORK DAY

The work year for twelve month custodians and maintenance/painters shall be July 1 to June 30. The regular work week shall be forty (40) hours from Monday through Friday, which will consist of five (5) consecutive, eight (8) hour days. The daily work schedule shall be inclusive of one-half hour meal breaks. Employees hired after 7/1/2001 may be assigned a Tuesday through Saturday work week consisting of 5 consecutive eight (8) hour days. The Tuesday through Saturday work week will not be assigned to employees hired before 7/1/2001 unless they request such an assignment in writing.

ARTICLE VII - BREAKS

All employees shall be entitled to two (2) fifteen minutes breaks during the work day.

ARTICLE VIII - OVERTIME

All hours worked in excess of forty (40) in One week shall be paid at the rate of time and one-half the employees' regular rate of pay. If an employee works seven consecutive days, the hourly rate for the seventh day shall be paid at the rate of twice (2X) the regular salary. Time which is considered "call-in pay" under article IX is not used in calculating the consecutive days unless that time reaches eight consecutive hours.

ARTICLE IX – CALL-IN PAY

Effective July 1, 2004, any employee who is called in to work shall receive a minimum of four (4) hours pay at the rate of time and one-half the employee's hourly rate, except on scheduled holidays where the employee will be paid at the double time (2X) rate.

Call back time shall not be considered time added directly to the beginning of, or end of, a regular work day as in the example of a custodian reporting to work early for snow removal.

ARTICLE X - WORKING AT A HIGHER JOB CLASSIFICATION

Any employee who works in a higher paid bargaining unit classification for five (5) or more consecutive full days shall receive a salary adjustment of \$32, \$34, and \$36 per day respectively for the three contract years. This adjustment will be paid retroactive back to the first day.

ARTICLE XI - JOB POSTING

All bargaining unit job openings shall be posted in all schools and buildings. The job posting shall remain posted for seven (7) working days. All employees shall have the right to apply for all openings.

The Board will send copies of all job openings to the Union.

ARTICLE XII - HOLIDAYS

The holiday schedule shall be set annually by the River Vale-Board of Education and the Superintendent of Schools with input from the Union.

If an employee works on a scheduled holiday the employee shall receive the eight (8) hours holiday pay and double time (2X) for all hours worked on the holiday.

The holiday schedule shall consist of fifteen (15) holidays, including twelve (12) named holidays and three (3) floating holidays, mutually agreed to between the employee and the Superintendent of Schools or his designee.

Holidays for the school year are as follows:

- July 4th (observed)
- Labor Day
- Thanksgiving Recess - Thursday/Friday
- Christmas Eve Day
- Christmas Day
- New Year's Day
- President's Day (Monday)
- Good Friday
- Memorial Day (observed)

Plus 5 additional days to be determined by the Superintendent of Schools, with input from the Union.

ARTICLE XIII - VACATIONS

Employees shall be granted vacation with pay in accordance with their length of service as follows:

- a) Employees with less than one year of service shall receive one day vacations for each full month of service after three (3) months of employment.
- b) Employees hired after July 1, 1999, shall receive no vacation for first six months of service. For months seven through twelve, employees shall receive one day vacation for each full month of service.
- c) 1 to 4 years of service 10 vacation days (2 weeks)
- d) After 4 years of service 15 vacation days (3 weeks)
- e) After 10 years of service 20 vacation days (4 weeks)

Employees with three (3) or more weeks vacation must take two (2) weeks of their vacation during the summer. Requests for vacations at any other time must be submitted to the Superintendent of Schools for approval.

ARTICLE XIV - LEAVES OF ABSENCE

A. Sick Leave:

All full time employees shall be entitled to twelve (12) paid sick days per school year. All unused sick days shall be accumulated, with no limit.

B. Leave of Service Connected Disability:

Whenever any employee entitled to sick leave is absent from his post of duty as a result of an on the job injury the Board shall pay him pursuant to relevant statute and regulation.

C. Personal Leave:

Employees shall be granted five (5) personal days per year, for personal, legal, business, household or family matters. Request for such leave shall be subject to the approval of the Superintendent and shall be made at least two days in advance, except in the case of emergencies.

Employees may buy back a maximum of two (2) unused personal days per year at their per diem rate.

D. Military Leave:

Employees who serve in the National Guard or Military Reserve shall be entitled to receive whatever benefits are afforded by relevant statute or regulation.

E. Family Medical Leave:

Employees shall be covered by the Federal Family and Medical Leave Act and the State Family and Medical Leave Act, provided they are eligible as defined by the Federal and State Family Leave Acts.

F. Death in the Family:

Employees shall be entitled to five (5) days off with pay in case of critical illness or death in the immediate family. Critical illness means illness which, in the attending physicians opinion, is grave enough to require the employees presence at the bedside. Immediate family shall include the employee's: spouse, child or parent, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent and any member of the immediate household.

G: Professional Development Days

Employees may submit requests for professional development activities to the Business Administrator and when approved, these days will be considered board business and not counted against any personal leave or vacation entitlements of the employee.

ARTICLE XV - REIMBURSEMENT FOR UNUSED SICK LEAVE

The Board shall pay a retiring employee for unused accumulated sick leave as outlined below. The payment shall be in a lump sum payable on retirement or January 1st following retirement, or in another manner mutually agreed upon.

1. To qualify, an employee must have worked for the River Vale School District for at least ten (10) years, be eligible for retirement under pension regulations and leave in good standing for the purposes of retirement.
2. The employee must have accumulated a minimum of fifty (50) days.
3. Payment will be made to a maximum of
 - a. 250 days for employees hired before 7/1/2001.
 - b. 125 days for employees hired after 7/1/2001.
4. Payment for unused accumulated days will be calculated as follows:

Unused Sick Days	Rate	2004	2005	2006
a) 1 to 125 days		\$26	\$28	\$30
b) 125 to 200 days		\$28	\$30	\$32
c) 201 to 250 days		\$31	\$33	\$37

ARTICLE XVI - HEALTH BENEFITS

The Board shall pay for the full premium for each member and the premium for family coverage only where such coverage is specifically extended by the Board under the conditions noted below.

1. All full time employees and those employees who work twenty (20) hours or more per week shall continue to receive their current medical insurance coverage, paid in full by the Board, unless such employees waive their right to such insurance coverage.
2. Effective July 1, 1999, all new employees shall be required to work twenty-two (22) hours or more per week to receive medical insurance coverage, as set forth above.
3. Employees new to the district or newly eligible for benefits (through having their hours increased beyond the minimum hours necessary for benefits as per #2 above) after 7/1/2004 will contribute 15% of the cost of the dependents medical insurance coverage and 15% of the cost of the vision plan for the first two contractual years of employment. The contributions will cease upon the completion of two full contractual years.

ARTICLE XVII - EDUCATIONAL REIMBURSEMENT

Subject to the approval of the Superintendent of Schools, the Board shall for all full time employees, reimburse the employee for the cost for tuition up to \$1,500 per contract year for: 1/ all college courses and 2/ for all vocational training courses directly relating to the needs of the district or approved in advance by the business administrator. The employee must receive a grade equivalent of "C" or better for each course to qualify for this benefit and shall submit an official grade report when requesting such reimbursement.

ARTICLE XVIII - BOILER LICENSE

All employees who possess a Black Seal Boiler Operator license shall receive an annual stipend of five hundred dollars added to their base salary. (\$500). In addition the board will reimburse the employee for the license fee when proof of payment is submitted.

ARTICLE XIX - SENIORITY

Seniority shall be computed from the date of the employee's employment by the River Vale Board of Education and prevail only for vacation selection.

ARTICLE XX - UNIFORMS & SHOES

After receiving input from the union, the board will determine the approved uniforms and shoes for employees. Employees will be allowed to order uniforms and shoes from the designated vendor(s) to a maximum value of \$300.00 per employee per year. Uniforms shall be worn while on duty at all times.

The board will make a good faith attempt to provide uniforms by the first day of school each year, but in all cases uniforms will be provided no later than October 1st.

ARTICLE XXI - LONGEVITY

Employees hired prior to 7/1/99 shall be entitled to the following longevity benefit, based on years of service with the Board. Longevity shall be added to the employee's base salary.

<u>Employment /</u>	<u>Contract</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
10-14 years		\$1,100	\$1,250	\$1,400
15+ Years		\$1,300	\$1,450	\$1,550

All employees hired after 7/1/99 shall not be entitled to this benefit.

ARTICLE XXII - PENSION

All employees shall be covered under the New Jersey Public Employee Retirement System (PERS).

ARTICLE XXIII - UNION DUES

1. The Board agrees to deduct from the regular paycheck of employees included in this bargaining unit, membership dues for the International Union of Operating Engineers, Local 68 provided the employee authorizes such deduction in writing in proper form to the Board offices. The total monthly amount so deducted shall be forwarded each month to the Union. The Employer will forward Union dues to the Fund office by the 15th of the month following the month for which the contributions were deducted. If payments have not been received in full by the Funds Office within 30 days from the 15th of the month following the month for which contributions were deducted, then following receipt of a written notice

delivered to the board and an additional ten (10) day opportunity to cure, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer was delinquent in making payments, the Arbitrator shall award interest, Prime plus 1% of the delinquent amount to the Award as liquidated damages, and shall hold the employer liable for the full cost of the Arbitration, including the Union's attorney fees up to \$1,000. Should the Arbitrator find that the Company was not delinquent in transmitting deducted dues payments to the Union, then the Union will be held liable for the full cost of the Arbitration, including the Company's attorney fees up to \$1,000.

2. The Board agrees to deduct Initiation fees from new employees covered by this agreement. The Union shall provide signed authorization from the employee to the Board, concerning the deduction of Initiation fees. Deduction of Initiation fees shall begin within two (2) pay periods after receipt of the Initiation fee authorization form by the Board.
3. The Board agrees to deduct the Initiation fee in four (4) equal installments, one installment in each of four (4) consecutive pay periods and shall remit deducted fees to the Union by the established Dues deduction procedure.

ARTICLE XXIV - AGENCY SHOP FEE

The Board agrees to deduct the sum of eight-five percent (85%) of the rate of Union dues from each non-union member of the bargaining unit represented by the Union and shall remit this Agency Shop fee to the Union by the established Dues deduction procedure.

The Union agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board gives the Union 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 XXV - SALARY

1. All recognized association employees shall be paid according to the salary guides in this agreement:
2. Salary guides have been established for the following classifications:
 - Head Custodian
 - Lead Custodian
 - Custodians

- Maintenance/Painter

3. Starting rates of pay for part time custodians have been determined by the board. Part time employees will receive a \$0.75 increase per hour for each of the three years of this agreement.

ARTICLE XXVI - STEWARD/UNION BUSINESS

1. If the Union duly authorizes a member from the bargaining unit to represent it during a formal hearing of grievances, and if such hearings of grievances should take place during regular working hours of said representative, that representative shall be excused from duty without loss of pay, for such time as may be necessary to hear the grievance.
2. Union Business Representatives shall have access during working hours to all facilities in which employees covered by this agreement work, for the purpose of adjusting grievances, negotiating the settlement of disputes and enforcing the terms & conditions of this Agreement.

ARTICLE XXVII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007.

ARTICLE XXVIII - GRIEVANCE PROCEDURE

A. DEFINITIONS

I. Grievance

A "Grievance" means a complaint by an employee, group of employees, or the Union that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the terms and conditions of employment of said employee or group of employees.

2. Aggrieved Person

An "Aggrieved Person" is the person or persons making the claim.

3. Party In Interest

A "Party In Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated by the employee within twenty (20) calendar days of the time that the employee knows or should know of its occurrence. otherwise the same shall be deemed to have been abandoned.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to carry out all duties and assignments and observe all rules and regulations of the Board.

2. Level One .Principal/ Director of Buildings and Grounds

An Employee with a grievance shall first discuss it with his Principal or the Director of Buildings and Grounds with the objective of resolving the matter informally.

3. Level Two - Superintendent (or designee)

(a) If the aggrieved person-is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance, he may file the grievance in writing with the Superintendent within five (5) work days after the decision at Level One or fifteen (15) work days after the grievance was presented at Level One, whichever is sooner, specifying.:

- (1) The nature of the grievance;
- (2) The nature and extent of the claimed injury or loss;
- (3) The result of previous discussions;
- (4) Reasons for dissatisfaction with prior decision;
- (5) Relief being sought.

- (b) The Superintendent or his designee shall meet with the grievant and issue a written response within fifteen (15) work days after the grievance has been filed with the Superintendent.

4. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) work days, he may submit the grievance to the Board of Education within five (5) work days. A Board Committee shall hold a hearing within twenty (20) work days.

5. Level Four - Binding Arbitration

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he may within five (5) work days after a decision by the Board or twenty (20) work days after the grievance was submitted to the Board or ten (10) work days after the holding of a hearing, whichever is sooner, request in writing that the Union submit the grievance to arbitration. If the Union determines that the grievance is meritorious, it may inform the Board in writing of its decision to submit the grievance to arbitration. The Union shall within five (5) work days of informing the Board of its decision, file a demand for arbitration with the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- (b) The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue his decision not later than twenty (20) work days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which are violative of the terms of this Agreement. The recommendation of the arbitrator shall be submitted to the Board and Union and shall be binding.
- (c) The costs of the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same .

D. RIGHTS OF EMPLOYEE TO REPRESENTATION - EMPLOYEE AND UNION

The Grievant(s) shall not be required to be present at all stages of the grievance procedure and may be represented at all stages of the grievance procedure by himself, or by the Union.

E. MISCELLANEOUS

- 1. Group Grievance

If a grievance affects a group of employees and is signed by those affected members, the Union may submit each grievance on behalf of the employees to the Principal and may process such grievance commencing at Level One.

2. Separate Grievance File

All documents, communications and records which deal solely with the processing of a grievance are to be kept in a separate grievance file.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public.

River Vale Board of Education

President

Business Administrator

**International Union of Operating
Engineers, Local 68-68A-68B,AFL-CIO**

THOMAS P. GIBLIN,
Business Manager

DENNIS J. GIBLIN,
President

MICHAEL V. GANN,
Recording Secretary

JAMES J. BEIRNE,
Business Representative

River Vale Board of Education

Local 68 of the International Union of Operating Engineers

Salary Guides

2004-2007

Night Custodians

Step	2004-05	2005-06	2006-07	
1	\$28,750	\$29,450	\$29,450	new step
2	\$29,955	\$30,000	\$30,000	1
3	\$30,200	\$31,400	\$31,000	2
4	\$30,500	\$31,600	\$32,800	3
5	\$30,334	\$32,000	\$33,300	4
6	\$32,000	\$32,500	\$33,750	5
7	\$33,150	\$33,813	\$35,000	6
8	\$36,000	\$35,900	\$37,000	7
new	\$38,000	\$38,000	\$39,000	8
9	\$41,234	\$42,636	\$44,100	9

Lead Custodians

Step	2004-05	2005-06	2006-07	
1	\$30,385	\$30,385	\$30,385	
2	\$31,000	\$31,000	\$31,500	new step
3	\$32,000	\$32,000	\$33,000	1
4	\$32,900	\$33,000	\$34,000	2
5	\$33,150	\$34,000	\$35,000	3
6	\$34,550	\$34,550	\$36,000	4
7	\$36,322	\$36,322	\$36,800	5
new	\$39,400	\$39,400	\$39,400	6
8	\$39,822	\$42,300	\$42,300	7
new		\$43,000	\$44,500	8
9	\$44,110	\$45,600	\$47,150	9
Gndf	\$46,464	\$48,025	\$49,635	Gndf

Maintenance

Step	2004-05	2005-06	2006-07	
1	\$31,999	\$32,639	\$33,292	
2	\$33,062	\$33,000	\$33,500	new step
3	\$33,888	\$34,566	\$34,566	1
4	\$35,081	\$35,782	\$36,500	2
5	\$36,250	\$36,975	\$37,714	3
6	\$37,548	\$38,299	\$39,000	4
7	\$39,598	\$40,390	\$41,000	5
new	\$40,800	\$42,000	\$43,000	6
8	\$41,620	\$44,000	\$45,000	7
new	\$0	\$45,000	\$46,500	8
9	\$47,325	\$48,934	\$50,580	9

Head Custodians

Step	2004-05	2005-06	2006-07	
1	\$34,927	\$35,625	\$35,625	
2	\$36,394	\$36,000	\$36,000	new step
3	\$37,275	\$37,600	\$37,000	1
4	\$37,983	\$38,742	\$39,000	2
5	\$38,195	\$39,200	\$41,000	3
6	\$38,913	\$39,700	\$42,000	4
7	\$40,477	\$41,286	\$43,000	5
new	\$41,700	\$42,534	\$44,000	6
8	\$45,282	\$45,250	\$46,750	7
new		\$48,000	\$48,000	8
9	\$51,197	\$52,938	\$54,750	9