

## **PREAMBLE**

This Agreement entered into this 1st day of July 2011, by and between the Board of Education of the Vocational Schools in the County of Monmouth, New Jersey, hereinafter called the "Board" and the International Union of Operating Engineers, Local 68, Local 68A-68B, hereinafter called the "Union."

## **ARTICLE I**

### **RECOGNITION**

The Board of Education of the Monmouth County Vocational School District does hereby agree to recognize the International Union of Operating Engineers, Local 68, Local 68A-68B as the sole and exclusive representative for collective negotiations of terms and conditions of employment for all head custodians, custodians and part-time custodians.

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Union of the negotiating unit as above defined, and references to male or to female employees shall include both sexes.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- A. Parties agree to enter into collective negotiations pursuant to Chapter 303 P.L. of 1968, in a good faith offer to reach agreement on matters concerning the terms and conditions of employment for all employees for whom the Union is authorized to negotiate. Such negotiations shall begin on a date and at a site and time mutually agreed upon by both parties. Any contract so negotiated shall be applicable to all personnel for whom the Union is authorized to negotiate, shall be reduced to writing and shall be signed by the Board and the Union.
- B. The negotiating team of the Board shall consist of no more than four representatives present at the table. The negotiating team of the Union shall consist of no more than four members present at the table. Both sides must at all times be represented by a quorum but neither side may demand the presence of any certain member of the other. A quorum shall consist of a simple majority of the negotiating team.
- C. Either party shall have the right to have its attorney and/or designated representative present at a negotiation session.
- D. Counter proposals submitted by either side shall be in writing, with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.
- E. Items agreed upon at a negotiation session shall be signed by the chairman of each negotiating team.

## ARTICLE III

### UNION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in any meetings to discuss business between the Board and the Union, no loss of pay shall be suffered by the employee. Whenever a meeting is mandated by a mediator, arbitrator, judge, PERC or other authority with such a power, with such a meeting resulting from any action initiated by the Union, the Board shall not reimburse employees for loss of pay unless the employees are called as witnesses for the Board or payment is mandated by the ordering agency.
- B. Representatives of the Union, International Union of Operating Engineers, Local 68, Local 68A-68B shall be permitted to transact official Union business on school property at all reasonable times, with the approval of the Superintendent or his designee, provided that this shall not interfere with or interrupt normal school operations.
- C. Dues Deduction:
1. The Board agrees to deduct from the salary of any full-time employee covered by this Agreement, dues and fees of the Union, which the employee authorizes the Board in writing to deduct.
  2. The Union shall certify to the Board in writing the current rate of its membership dues.
  3. The Union shall hold the Board harmless from any claims concerning such dues and other deductions providing the Board has forwarded such monies to the Union.
  4. Dues shall be deducted semi-monthly and forwarded to the Union monthly.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### DEFINITION

A grievance shall be defined as a complaint by an employee that there has been as to him (1) a violation of a specific section of this Agreement, (2) that he has been treated unfairly by reason of an act or condition which is contrary to established Board policy or practice governing or affecting employees, or (3) by an administrative decision affecting the employee which is inconsistent with established Board policy or provisions of this Agreement. An "aggrieved person" shall mean a person or persons having the same grievance.

Group Grievance - If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

PROCEDURE - In order for a grievance to be considered under this procedure, initial processing must be initiated within thirty (30) calendar days of the occurrence within the knowledge of the aggrieved of the matter to be grieved.

- A. An employee with a grievance shall first discuss it with his immediate superior in an attempt to resolve the matter informally at that level.

If this informal discussion does not resolve the matter, the employee shall present his complaint, in writing, within thirty (30) calendar days to his immediate superior, and this complaint shall make known the full details of his grievance. The complaint shall specify:

1. the nature of the grievance
2. the nature and extent of any injury, loss or inconvenience

3. the results of previous, informal discussions
4. his dissatisfaction with decisions previously rendered

His immediate superior shall inform the employee of his decision within thirty (30) calendar days of receipt of the written grievance.

- B. If the complaint has not been settled satisfactorily by the employee's immediate superior, the employee may request that the complaint be referred to the Superintendent of Schools. This request shall be made in writing not more than thirty (30) calendar days following the decision in Step 1. The Superintendent shall communicate a decision in writing within thirty (30) calendar days after receipt of the grievance.
- C. If the complaint is not settled at the Superintendent level, the aggrieved employee may within thirty (30) calendar days file a request in writing for a review by the Board of Education, and said request for review shall be submitted in writing through the Superintendent, who shall attach all related papers, decisions and summaries to said request and forward all documents to the Board.

The Board shall review the grievance and may, at its option, conduct a hearing in connection with said grievance. Within thirty (30) calendar days from the date of said hearing, or within forty-five (45) calendar days from the receipt by the Board of the request for review of said grievance, the Board shall prepare and render to the aggrieved employee its decision, in writing, with respect to said grievance.

- D. Grievances arising under the express terms of this contract will proceed to Binding Arbitration. The Union may submit a formal demand for arbitration pursuant to the rules and regulations of PERC. The only grievances which may proceed to Binding Arbitration are those based upon an allegation that there has been a violation of the express written terms of the locally negotiated Agreement.

Grievances which concern the interpretation, application or alleged violation of policies and administrative decisions shall not be subject to arbitration.

A request for such arbitration shall be made no later than thirty (30) calendar days following the determination of the Board. Failure to file within the time limit shall constitute a bar to arbitration unless the parties have extended the time by mutual agreement in writing.

A copy of the arbitrator's decision shall be simultaneously furnished to the Union and the Board. The arbitrator shall limit himself to the issue submitted and shall consider nothing else. He can add nothing to, nor subtract anything from, this Agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be binding on the parties.

- E. 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.

## **ARTICLE V**

### **EMPLOYEE RIGHTS**

- A. Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, or the salary or any increments pertaining thereto, then he may, when it appears to him that one of the purposes of the meeting may have such adverse effect, suspend the meeting, until he can be accompanied by a representative of the Union to advise and represent him if or when such meeting or interview is rescheduled.

- B. No employee shall be prevented from wearing lapel pins or other similar identification of membership in the Union or its affiliates.

## **ARTICLE VI**

### **EMPLOYEE ASSIGNMENT, TRANSFER AND PROMOTION**

- A. Insofar as possible, all employees shall be informed of their building assignment for the forthcoming year no later than the end of the school year.
- B. The parties recognize that transfers between schools may be necessary after the close of the school year. While the right of determination to assign or transfer is vested in the Board, the Board will not assign or transfer an employee without prior discussion between the Superintendent and the employee. If such employee is not readily available, he shall be notified by registered mail of such reassignment or transfer.
- C. As any vacancy is officially made known to him, the Superintendent shall have posted on faculty room bulletin boards in all school buildings, within five (5) school days after the Board meeting at which it took action upon that vacancy, a listing of known vacancies that shall occur during the following year.
- D. An employee may apply for any position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur either during the school year or during the summer. This application should be renewed annually. When openings occur, employees with applications on file shall be notified of their consideration for the position.
- E. In the event of permanent transfer, employees will be given a minimum of two weeks notice.

## **ARTICLE VII**

### **SALARIES**

The salary guides for all employees covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.

#### Head Custodian

A pay differential of \$950.00 per year will be added to any employee's annual salary that is assigned as Head Custodian.

#### Evening Shift Differential

A pay differential of \$625.00 per year will be added to any employee's annual salary that is assigned an evening shift.

#### Part-Time Custodians

Part-Time Custodians will be paid part-time hourly wage rates listed on Schedule A. Hourly employees working 8 hours or more per day will deduct a ½ hour unpaid meal.

#### Travel

Custodians who are assigned to more than one school within the work day will be paid at the state OMB rate per mile of the distance between schools when using their own vehicle.

#### Longevity Pay

After ten (10) years of full-time employment, each member of the bargaining unit shall receive an annual longevity payment of \$1,000.00. After fifteen (15) years of full-time employment, each member of the bargaining unit shall receive an additional \$500.00 annually, or a total of \$1,500.00 each year after fifteen (15) years. After twenty (20) years of full-time employment, each member shall receive an additional \$500.00 annually, or a total of \$2,000.00 after twenty (20) years. After twenty-five (25) years of full-time employment, each member shall receive an additional \$500.00 annually, or a total of \$2,500.00 after twenty-five (25) years.

## ARTICLE VIII

### PERSONNEL

#### Leave and Absence (Excludes part-time custodians)

All employees must report their expected absence prior to the start of their regular work day and indicate the reason for the expected absence. Reporting procedures are to be as designated by the Superintendent.

A certificate of absence is to be filed for all absences by all employees.

#### A. Leave Due to Personal Illness

##### 1. Annual Absence Allowance for Personal Illness - Sick Leave:

- a. Definition: Sick leave is defined by law "to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household."
- b. Employees under twelve (12) month contracts shall be allowed sick leave with full pay for a minimum of twelve working days each calendar year. A certificate of absence shall be filed by every custodian for any absence.

##### 2. Cumulative Sick Leave for Personal Illness:

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

##### 3. Extended Leave for Personal Illness:

Absence beyond the accrued leave credit shall receive separate consideration by the Board of Education, based upon the merits of the individual case. Any decision made is not to be considered setting a pattern of precedence.

B. Leave Due to Death in Immediate Family

1. An employee may be absent from school duties without loss of pay for a period of not to exceed more than five (5) days for each death in the immediate family.
2. Definition: Immediate family shall be construed to mean: father, mother, husband, wife, child, sister, brother, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law and grandchild.
3. Leave due to death in the immediate family must be taken within seven (7) days of the death unless permission has been granted by the Superintendent.

C. Death of Relative

1. An employee may be absent from school duties without loss of pay for a period of one (1) day for the death of a relative.
2. Definition: Relative shall be construed to mean: uncle, aunt, niece, nephew, brother-in-law, sister-in-law, and includes housekeeper for immediate family, if not a relative, or anyone living with immediate family.
3. Leave due to death of a relative must be taken within seven (7) days of the death unless permission has been granted by the Superintendent.

D. Personal Leave

1. Definition: Personal leave is defined as absence from employment for which personal business other than defined within this contract and cannot be accomplished after scheduled working hours. An employee shall be permitted four (4) personal days per year. Personal days not used during the given year shall be credited to cumulative sick leave for personal illness on July 1 of the following year.
2. Procedure:
  - a. The District's "Request for Personal Leave" form shall be completed and submitted to the Superintendent's Office for approval prior to the day such absence is to occur.
  - b. The term "personal business" is all that is required when submitting a "personal leave" request for one (1) personal day. This form must be submitted at least one day prior to the requested personal day.
  - c. Personal day may be requested as "emergency personal business" the night before or the morning of, if requested directly to the employee's immediate supervisor with reason. The immediate supervisor's decision is final.
  - d. Personal days requested on work days preceding or following holidays or on in-service days may be granted with specific reasons that are directly communicated to the Superintendent in writing or verbally.
  - e. Consecutive personal days may be granted with documented information that is presented in writing to the Superintendent.
  - f. The Superintendent reserves the right to deny personal days for a given date(s). Should an employee be denied a personal day, the Superintendent will provide a reason for the denial in writing.

E. Payment of Unused Sick Leave at Retirement

- 1a. For members employed by the District prior to June 30, 1996:

Payment for unused sick leave at retirement will be capped at \$14,400, at a per diem rate of 1/240<sup>th</sup> per day of their current contract for twelve (12) month employees.

For every accumulated sick day remaining after the cap has been met, the Board will pay 25% face value for each remaining sick day.

Members employed by the District prior to June 30, 1996, shall have the monetary value of their sick bank frozen as of June 30, 2011. It is understood should an employee need to utilize a portion of this frozen sick bank, the monetary value would be subsequently adjusted down.

b. For members employed by the District after July 1, 1996, but prior to June 30, 2009:

Payment for unused sick leave at retirement will be capped at \$14,400 at a per diem rate of 1/240<sup>th</sup> per day of their current contract for twelve (12) month employees.

c. For members employed by the District on or after July 1, 2009:

Payment for unused sick leave at retirement will be capped at \$14,400, at a per diem rate of 1/260<sup>th</sup> per day of their current contract for twelve (12) month employees.

2. Retirement, as defined above, does not include "deferred retirement."
3. If an employee has ten (10) years in the District, this benefit will be paid to the estate in the event of death.

F. Emergency Absence

Emergency Absence due to illness in family shall be at the discretion of the Superintendent who may allow up to one (1) day's absence without salary deduction. Leave (1 day per year) that is not used during the period of July 1 to June 30 during a given year shall be credited to cumulative sick leave for personal illness on July 1 of the following year.

G. Absence for Other Reasons

Loss of full pay for each day of absence.

H. Health Benefits

The Board shall provide employee and dependent coverage under the School Employees Health Benefits Program.

I. Prescription Plan

The Board of Education agrees to pay 100% of the premium for each member of the Union who subscribes to the group prescription plan. Employee co-payments shall be as follows:

\$25.00 non-generic at retail pharmacy  
\$10.00 generic at retail pharmacy  
\$10.00 mail order

J. Dental Plan

The Board of Education agrees to provide coverage for the purpose of providing a dental insurance program for family coverage. Coverage will include a basic dental plan plus orthodontic rider. Coverage will be as follows:



\$50 per person/\$150 per family deductible on treatment

K. Vacation: Head Custodians and Custodians (Excludes part-time custodians)

1. Custodians Entitled to Two Weeks of Annual Paid Vacation Leave:

This shall apply to all full-time, twelve (12) month custodial personnel with less than eight (8) years of service.

- a. Length of employment for annual vacation purposes shall be computed to July 1 succeeding the date of initial employment.
- b. Amount of paid annual vacation leave for those persons employed less than a year shall be computed in accordance with the following table:

<u>Length of Employment</u>	<u>Vacation Period</u>
0-3 months	0 days
4-11 months employment	1 day per full month after 3 months
12 months	2 weeks

2. Custodians Entitled to Three Weeks of Annual Paid Vacation Leave:

This shall apply to all full-time, twelve (12) month custodial personnel with eight (8) or more years of service. They will be given fifteen (15) days of vacation per year.

3. Custodians Entitled to Four Weeks of Annual Paid Vacation Leave:

This shall apply to all full-time, twelve (12) month custodial personnel with 10 or more years of service. One full year credit shall be given to an employee who was hired after July 1 but before January 1 in determining ten years of service.

Custodians with four weeks of vacation time may take up to one week of vacation during the school year on days when students are not in session under the following conditions:

- a. Request must be submitted to the Superintendent by September 15 of that school year.
- b. No more than 25% of the custodian staff may use vacation time during the school year on either the Winter or Spring break.
- c. If more than 25% of the custodians request vacation time during the school year, initial decisions will be made on a seniority basis. After that, requests will be approved on a rotational basis.

- L. If and when any fringe benefits involving medical-surgical, hospital, major medical or dental benefits and prescription are renegotiated with any other unit or group of the Board's employees, such benefits shall be a matter for negotiation by Local 68 I.U.O.E. and the Monmouth County Vocational School Board.

**ARTICLE IX**

**WORK SCHEDULE**

(Excludes Part-Time Custodians)

- A. The hours shall be forty (40) hours per week with a 1/2 hour unpaid lunch.

- B. For time worked beyond eight (8) hours per day of the normal Monday through Friday work week, the employees shall receive 1-1/2 times the computed hourly rate based on the annual salary.
- C. Any custodian called in for duty shall work a minimum of three (3) hours and be paid at 1-1/2 times the computed hourly rate based on the annual salary. If called in for duty, a custodian may choose to work less than the minimum of three hours if the work assigned during call in time is of lesser duration as determined by the appropriate supervisor. In no circumstances will the custodian called in for duty be compensated for less than 1-1/2 hours of call in time and be paid at 1-1/2 times the computed hourly rate based on the annual salary. Any custodian called in for duty between 11:00 p.m. and 5:00 a.m. on any day of the week shall be compensated for a minimum of three (3) hours at 1-1/2 times the computed hourly rate based on the annual salary even if the work assigned requires a lesser duration of time to complete.
- D. The employees will follow the twelve (12) month calendar adopted by the Board of Education. (All state legal holidays will be scheduled as days off or in the case when schools are open, another day in the calendar will be designated as the holiday.)
- E. Any custodian required to work on a legal New Jersey holiday when the District is closed will receive two (2) times the computed hourly rate based on the annual salary.
- F. The work schedule of custodians will not be altered in the event of emergency closing of individual schools or the District as a whole.
- G. During July and August the hours shall be 40 hours per week with a 1/2 hour paid lunch included in the same.

**ARTICLE X**

**MEMBER'S EMPLOYMENT**

All personnel who desire to leave the employment of the Board through retirement must apply in writing to the Superintendent giving the effective date of such retirement at least sixty (60) days before such retirement is to become effective.

**ARTICLE XI**

**REDUCTION OR RESTORATION OF THE WORK FORCE**

The Board shall use the following criteria in the reduction or restoration of the work force:

- A. Personnel evaluations on file.
- B. Employee past attendance records.
- C. Date of initial employment.
- D. Other information (if any) that is on file.

**ARTICLE XII**

**REPRESENTATION FEE**

- A. Representation Fee

If a permanent employee does not become a member of the Union during any membership year (from July 1 to the following June 30) 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. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be in an amount equal to no more than eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Board of Education by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure

1. Notification: Prior to September 1 of each year, the Union will submit to the Board of Education a list of those employees who have not become members of the Union for the then current membership year. The Board of Education will deduct from the salaries of such employees, in accordance the payroll deduction schedule, the full amount of the representation fee and will promptly transmit the amount so deducted to the Union.
2. Payroll Deduction Schedule: The Board of Education 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 either ten (10) days after receipt of the aforesaid list by the Board of Education; or thirty (30) days after the employee begins his or her regular and temporary employment over ninety (90) days in a bargaining unit position.
3. Mechanics of Deduction and Transmission of Fees: 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 be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.
4. Changes: The Union will notify the Board of Education in writing of any changes in the list provided for in Section B.1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board of Education receives said notice.
5. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board of Education will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
6. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board of Education before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Board of Education will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

C. Indemnification

With respect to dues deductions, representation fee deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend, and hold the Board of Education harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board of Education pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Union shall have notified the Board of Education in

writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

### **ARTICLE XIII**

#### **NOTICE**

A copy of this Agreement shall be kept on file with the secretaries in each building, as well as a posted copy on the Board's website, [www.mcvsd.org](http://www.mcvsd.org) for reference and personal duplication.

The Board of Education agrees to provide the Union a twelve (12) month notice of any intent to reduce custodians represented by Local 68 for the purpose of privatizing.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of the Agreement, either party shall do so by fax or registered letter at the following addresses:

1. If by Union, to Board at:

Monmouth County Vocational School District  
4000 Kozloski Road  
Box 5033  
Freehold, New Jersey 07728-5033

Fax (732) 409-6736

2. If by Board, to Union at:

International Union of Operating Engineers  
Local 68 - 68A - 68B  
11 Fairfield Place  
West Caldwell, New Jersey 07006

Fax (973) 227-3785

### **ARTICLE XIV**

#### **DURATION OF AGREEMENT**

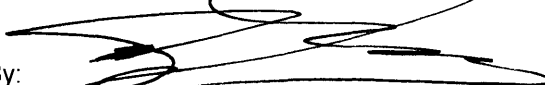
This Agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Union has caused this Agreement to be signed by its President and attested by its Secretary, and the Board has caused this Agreement to be signed by its President and attested by its Secretary, all on the day and year first above written.

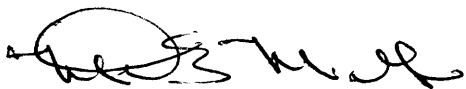
ATTEST:

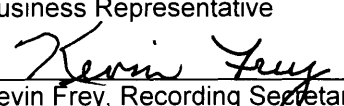
  
 Collette C. Flatt, Secretary

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF MONMOUTH


  
 By: Clement V. Sommers, President

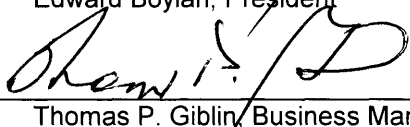
ATTEST:

  
 Michael B. McGlynn,  
 Business Representative

  
 Kevin Frey, Recording Secretary

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68, LOCAL 68A-68B

  
 By: Edward Boylan, President

  
 By: Thomas P. Giblin, Business Manager

2011-2012		2012-2013		2013-2014	
Step		Step		Step	
1-2	34,000	1-2	34,000	1	34,000
3	34,500	3	34,667	2-3	34,667
4	35,000	4	35,167	4	35,457
5	35,503	5	35,667	5	35,957
6	36,076	6	36,170	6	36,457
7	37,221	7	36,743	7	36,960
8	37,793	8	37,888	8	37,533
9	38,897	9	38,460	9	38,678
10	39,636	10	39,564	10	39,250

11	40,993	11	40,303	11	40,354
12	42,373	12	41,660	12	41,093
13	43,333	13	43,040	13	42,450
14	44,659	14	44,000	14	43,830
15	46,032	15	45,326	15	44,790
16	47,882	16	46,699	16	46,116
A	50,000	A	48,549	A	47,489
B	51,750	B	50,667	B	49,339
C	53,500	C	52,417	C	51,457
D	55,500	D	54,167	D	53,207
		E	56,167	E	54,957
				F	56,957
L1	1000	L1	1000	L1	1000
L2	1500	L2	1500	L2	1500
L3	2000	L3	2000	L3	2000
L4	2500	L4	2500	L4	2500

PART TIME RATES

\$19.00 per hour for the term of the contract, July 1, 2011 through June 30, 2014