

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS



LOCAL 68-68A-68B, AFL-CIO

AND

**BOARD OF EDUCATION OF THE TOWN OF WEST
ORANGE**

**SITE: HEAD CUSTODIANS
CUSTODIANS
MAINTENANCE/UTILITY
FULL-TIME BUS DRIVERS**

JULY 1, 2011 - JUNE 30, 2015

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THIS AGREEMENT, made this day of November 19, 2012, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, hereinafter referred to as the "Board", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, located at 11 Fairfield Place, West Caldwell, NJ 07006 hereinafter referred to as the "Union".

WHEREAS, the Board and the Union have carried on negotiations in order to implement the provision of N.J.S.A. 34:13A-5.1 et seq., ("the Act"), and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board recognizes the Union as the majority representative in accordance with N.J.S.A. 34:13A-1 et seq., for the employees of the Board in the following appropriate unit:
1. All employees in the classification of Head Custodian, Assistant Head Custodian, Crew Chief, Custodian, full-time Bus Driver, Utility Worker and Maintenance, excluding all executive, clerical and professional personnel.

B. Any of the rights, power or authority the Board had when there was no collective bargaining representation are retained by the Board and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by this Agreement. The Board retains the right to institute time clocks and appropriate procedures for use of same during the course of this Agreement.

ARTICLE II - SEPARABILITY

It is the intent of the parties hereto to abide by all applicable statutes covering the subject matter of this Agreement. Should any provision or provisions of the Agreement be declared illegal or contrary to any statute, all other provisions of the Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

The employees within the Bargaining Unit agree to perform their duties under the direction of their respective supervisors and in accordance with this Agreement, the rules, regulations, policies and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

ARTICLE III - INSURANCE

A. The Board shall provide health insurance with the related employee deductions per current NJ Statute or as otherwise provided by the contract with the West Orange Education Association.

B. It is the intention of the parties to provide, at all time during the term of this Contract, the same health, prescription and dental insurance co-pays and deductibles as provided under the contract between the West Orange Board of Education and the West Orange Education Association (the "WOEA Contract"). If, at any time during the term of the contract, the health

provisions of the WOEa contract are modified so as to change the co-pays and/or deductibles for health, prescription and/or dental benefits, then the provisions of this Contract shall be automatically modified to provide the same co-pay and deductibles as provided in the WOEa contract.

ARTICLE IV - SENIORITY RIGHTS

Seniority rights for tenure employees shall be as set forth in N.J.S.A. 18A:17-4.

ARTICLE V - TENURE AND PROBATIONARY PERIOD

- A. All tenure-eligible employees who have been employed for a period of three (3) consecutive calendar years shall be given an appointment for an unfixed term so that tenure may be acquired in accordance with N.J.S.A. 18A:17-3. All other tenure-eligible employees will be give a similar appointment upon the completion of three (3) consecutive calendar years on the third anniversary of their employment date. Time spent on leaves of absence shall not be included in computing said three (3) year period.
- B. It is expressly understood and agreed that the provisions in the Agreement relating to fringe benefits will not be applicable to newly hired employees who are subject to the ninety (90) day probationary period, subject, however to provisions of law and any contract between the Board and its insurance carrier.
- C. All newly hired employees shall be given a contract for a fixed term to run from the date of hiring to the following June 30. A copy of said contract is attached hereto and marked Appendix "A-6". All newly hired employees shall be subject to a ninety (90) day probationary period. During this period of ninety (90) days, the employee shall be subject to immediate dismissal. The thirty (30) day period set forth in Paragraph 1 of Appendix "A-6" shall not apply to probationary employees. Employees who successfully complete their probationary period shall at the conclusion of such ninety (90) day period be appointed as regular employees of the District; it being expressly

understood, however, that such appointment refers only to a regular appointment on a year-to-year basis until the requisite service period for tenure accrual has elapsed, and does not constitute a tenured, unfixed term appointment.

ARTICLE VI - SALARIES, HOURS OF WORK AND OVERTIME

- A. The normal work week shall consist of forty (40) hours and shall be from Monday to Friday for all bargaining unit employees. Any proposed change of a bargaining unit employee's work schedule shall first be discussed between the Superintendent of Schools, the employee, and the Local 68 Business Representative, prior to any change being made. It is understood that a proposed change in the work schedule would be defined as a change in normal working hours for that employee to a different permanent schedule.

All work in excess of forty (40) hours in any one week shall be considered overtime, payable at time and one-half (1-1/2) of the employee's normal rate of pay. Excused absence shall be considered as time worked for the purpose of computing overtime. Overtime for full-time bus drivers shall be distributed based on seniority on a rotating basis.

- B. Any employee who is required to report to work on a Saturday, Sunday, or holiday (as defined in the attached holiday calendar), or is called back to work for any emergency, shall be granted a minimum of three (3) hours' pay for each of said call-ins (a break in service is defined as a call-in). If the call-in meets the requirements for payment of overtime set forth in paragraph A. of this Article VI, then the three (3) hours' pay granted the employee shall be at the applicable overtime rate.
- C. The work week will be computed from 12:01 A.M. Sunday to 12:00 P.M. Saturday.
- D. It is expected that an employee will work reasonable overtime when requested to do so.
- E. Salaries of all employees covered by this Agreement for the school years 2011-12, 2012-13, 2013-14, and 2014-15 shall be as set forth in Appendix "A-2", which is annexed hereto

and made a part hereof. Night differential pay shall be paid at the rate of \$580 per year. The differential for the middle shift will be \$285 per year.

- F. Employees utilized in a temporary assignment at a higher classification shall be compensated at the following hourly rates:

Maintenance: an additional \$1.00 per hour over and above the employee's applicable hourly base pay rate. Rate to be effective after ten (10) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.

Head Custodian: an additional \$1.00 per hour over and above the employee's applicable hourly base pay rate. Rate to be effective after ten (10) consecutive work days in the temporary assignment retroactive to the first work day of the assignment.

Assistant Head Custodian: an additional \$1.00 per hour over and above the employee's applicable hourly base pay rate. Rate to be effective after ten (10) consecutive work days in the temporary assignment. Pay differential is not retroactive.

Crew Chief: an additional \$1.00 per hour over and above the employee's applicable hourly base pay rate. Rate to be effective after ten (10) consecutive work days in the temporary assignment. Pay differential is not retroactive.

Utility Worker: an additional \$1.00 per hour over and above the employee's applicable hourly base pay rate. Rate to be effective after ten (10) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.

- G. The Board agrees to guarantee four (4) hours pay for each employee who has a regular scheduled run in the summer months, regardless of actual amount of time employee spends on his or her runs.

ARTICLE VII - LONGEVITY

Employees who have completed the following specified years of service in the West Orange School District shall have the following stated longevity compensation amounts added to their regular annual salary, prorated from the relevant service completion anniversary date:

	<u>7/01/011</u>	<u>7/01/12</u>	<u>7/01/13</u>	<u>7/01/14</u>
Completion of 14-18 years of service	\$3,623.00	\$3,623.00	\$3,623.00	\$3,623.00
Completion of 19-23 years of service	\$4,618.00	\$4,618.00	\$4,618.00	\$4,618.00
Completion of 24-28 years of service	\$5,723.00	\$5,723.00	\$5,723.00	\$5,723.00
Completion of 29 years or more	\$6,774.00	\$6,774.00	\$6,774.00	\$6,774.00

ARTICLE VIII - VACATIONS, HOLIDAYS, AND EMPLOYEE ABSENCES

A. All employees covered by this Agreement shall be granted earned vacation in accordance with the following schedule:

- (1) Employees with less than one (1) year of service by June 30 shall be granted one (1) working day for each month of employment before June 30, not to exceed ten (10) days. Employment in the first month must begin prior to the sixteenth (16th) day of the month to allow credit for vacation.
- (2) An annual vacation of ten (10) working days after completion of one (1) to five (5) years satisfactory service.
- (3) An annual vacation of fifteen (15) working days after completion of five (5) to eight (8) years satisfactory service.
- (4) Those who complete more than eight (8) years of service by June 30 of any year will become eligible for twenty (20) days of annual vacation. Said vacation will be taken at times which are approved by the Director of Buildings and Grounds or Transportation.
- (5) Employees who have completed more than twenty (20) years of service by June 30 of any year will become eligible for twenty-two (22) days of annual vacation. Said vacation will be taken at times which are approved by the Director of Buildings and Grounds or Transportation.

- B. Custodians may take one week's vacation during the winter months when schools are not in session, with approval of the Director of Buildings and Grounds, provided that adequate staffing is available in each building during such requested vacation time.
- C. Fourteen (14) holidays shall be granted each year during the period July 1 - June 30, the dates to be set forth in a holiday calendar established by the Board of Education and attached hereto for reference purposes only. Employees shall be granted absences from employment as presently established by and subject to the Board's Rules and Regulations (attached as Appendix "A-1" for reference).

ARTICLE IX - CHECK-OFF OF UNION DUES

- A. The Board agrees to deduct monthly union dues from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions. The parties agree that the check-off authorization card shall be as prescribed by N.J.S.A. 52:14-15.9e.
The Board will remit to the Union all deducted dues monies no later than the 15th of the month following the month for which dues were deducted. If dues remittances have not been received by the Union in full within 30 days from the 15th of the month following the month for which the dues were deducted, then following written notice 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 Board was delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 10% of the delinquent amount to the Award as liquidated damages, and shall hold the Board liable for the full cost of the Arbitration, including the Union's attorney fees.
- B. In making deductions the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability

that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provision of this Article.

- C. Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees, and assessments. Membership in the Union is available to all employees on an equal basis and the Union has established and maintained a demand and return system which complies with Section 2(c) and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the district to salary deductions.
- D. The Union agrees to indemnify and save the Board harmless from any damages or expenses, including attorneys' fees, which may be incurred by the Board as the result of claims made by an employee relating to this Paragraph and any payroll deductions made hereunder, provided that:
- (1) 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; and
 - (2) If the Union so requests in writing the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Union in the defense of the claim.

ARTICLE X - BOARD RIGHTS

The Union acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basis financial terms of this contract, specifically (a) Compensation, (b) Sick Days, (c) Personal Days, (d) Vacations and (e) Insurance

Protection during the term of this Agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this Agreement.

ARTICLE XI - GRIEVANCE PROCEDURE

NON-DISCRIMINATION

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

PROCEDURE

Step I

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

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

Step II

If the grievance cannot be informally resolved pursuant to Step I, then a written grievance may be filed with the School Business Administrator within ten (10) Business days from receipt of the Step I decision. The School Business Administrator shall respond in writing to the employee and his representative, with a copy to the Supervisor, Director of Building and Grounds or Building Principal within ten (10) Business days from receipt of the grievance.

Step III

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

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

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

In the event of the failure of the Superintendent to act in accordance with the provisions of Step III, or in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party may appeal to the Board of Education within (10) Business days of the determination by him/her.

Step IV

Where an appeal is taken to the Board, the applicant shall submit the following:

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

The Board shall make a determination within thirty (30) Business days from the receipt of the grievance or within ten (10) Business days following the hearing, if any, and shall in writing notify employee, his representative, if there is one, and the Superintendent of its

determination. This time period may be extended by mutual agreement (in writing) of the parties.

Step V

In the event an employee is dissatisfied with the determination of the Board, Local 68 will decide whether to pursue the grievance on the aggrieved party's behalf and have the right to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under provisions of Chapter 123, Laws of 1974. The decision of the arbitrator shall be binding. The arbitrator shall be without authority to add to, modify, or delete from the express written provisions of this Agreement.

- A. It is expressly understood and agreed that in addition to the exclusion from the provisions of the grievance and arbitration clause which are contained elsewhere in the Agreement, the following are not subject to the grievance and arbitration provision of this Agreement:
- 1) Matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
 - 2) Matters where the Board is without authority to act.
 - 3) Matters involving the sole and unlimited discretion of the Board; except as modified by this Agreement.
 - 4) Matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.
- B. The expenses and fees incident to the services of the impartial arbitrator shall be jointly paid by the Board and the Union.
- C. Either the Board or the Union may utilize the service of any suitable consultant for assistance in arbitration. The cost of such service shall be borne fully by the party utilizing the same.

ARTICLE XII - JOB POSTING

All notices and job opportunities within the bargaining unit (as defined in Article I) shall be made public by bulletin board in all West Orange Schools, the Administrative Office and via West Orange Board of Education web site immediately after the Superintendent approves a vacancy. Postings shall remain posted for a minimum of five (5) business days so any bargaining unit member may submit an application for the available position. Administration shall make every effort to fill vacant positions from within the bargaining unit before hiring outside.

ARTICLE XIII - FIREMAN'S LICENSE

Each Head Custodian, Assistant Head Custodian, Crew Chief, Custodian, and Maintenance Man possessing a New Jersey's Fireman's License shall receive an annual stipend as follows:

<u>7-01-11</u> \$1,150	<u>7-01-12</u> \$1,150	<u>7-01-13</u> \$1,150	<u>7-01-14</u> \$1,150
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Employees hired after 7-01-99

<u>7-01-11</u> \$ 700	<u>7-01-12</u> \$ 700	<u>7-01-13</u> \$ 700	<u>7-01-14</u> \$ 700
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This stipend shall continue from year to year unless additional increases are negotiated.

Employees hired have up to 24 months to secure a New Jersey's Fireman's license.

(The Board may terminate any employee who fails to secure a New Jersey Fireman's license within the first twenty-four (24) months of permanent employment).

The Board will reimburse fees for the annual renewal fee for a valid New Jersey Fireman's license.

1. The West Orange Board of Education agrees to pay a yearly stipend of \$1500.00 to members who currently have a professional license, i.e. (NJ State Electrical License, NJ State Plumbing License, etc.) for possession and for continuing education to retain said license.

2. The West Orange Board of Education agrees to pay a yearly stipend of \$150.00 to employees who currently have a forklift certification.

ARTICLE XIV - SCHOOL BUS DRIVERS' LICENSE AND EYE EXAM

The Board will reimburse all fees to school Bus Drivers securing an initial CDL license. The Board will also reimburse the annual license renewal fee for an employee's CDL license. In addition, the Board will reimburse the cost of an annual eye exam for all bus drivers.

All Full Time Bus Drivers shall attend a minimum of one driver training seminar per year at no cost to the employee. If the employee attends the seminar during non-working hours, the employee shall be paid \$50.00 by the Board for their attendance.

ARTICLE XV - UNIFORMS AND FOUL WEATHER GEAR

The Board shall provide three (3) uniforms per year to each employee who is required to wear uniforms.

Upon proof of purchase, the Board will reimburse each employee a total of \$150.00 per year towards the purchase of work shoes. Employees may purchase more than one pair of shoes per year, but shall only receive a maximum reimbursement of \$150.00 for the year.

The Board will reimburse each employee \$100.00 upon proof of purchase of foul weather gear and shall continue from year to year, unless additional increases are negotiated.

ARTICLE XVI - INSPECTION OF VEHICLES

The Board agrees that all District vehicles utilized by bargaining unit members will undergo annual State Motor Vehicle inspection.

ARTICLE XVII - PAYMENT FOR UNUSED SICK LEAVE

Upon retirement or separation from service in the West Orange School District employees with twenty (20) years or more of service in the district will be paid for his/her unused accumulated sick leave days, up to 200 days maximum at the rate of:

Employees hired before May 21, 2010 will receive a \$115.00 per day up to a maximum of \$23,000.00.

Employees hired after May 21, 2010 will receive a \$115.00 per day up to a maximum of the NJ State Statute of \$15,000.00.

ARTICLE XVIII - SUBCONTRACTING

The West Orange Board of Education agrees that during the term of this contract, it will not privatize positions of custodians and maintenance personnel.

In the event that the West Orange Board of Education enters into a shared service agreement with the Township of West Orange during the term of this Agreement, no more than two (2) bargaining unit employees will be terminated as a result of said agreement.

Prior to the employee's termination, the West Orange Board of Education shall make every effort to:

- a) Place the employee(s) in another bargaining unit position with the Board.
- b) Place the employee(s) in a non-bargaining unit position with the Board.
- c) Request that the Township of West Orange hire the employee(s).

All seasonal, temporary, and part-time Board employees, performing bargaining unit work shall be terminated before any full time bargaining unit employee is terminated. All terminations shall be based on seniority.

Any bargaining unit employee who is terminated, shall be placed on a two (2) year recall list. The terminated employee shall have the right to any bargaining unit job opening that occurs during the 2 year period, providing that the employee is qualified to perform the work of the open position, or can be trained in a reasonable amount of time to perform the job.

The Board further agrees to pay said employee(s) through June 30th of the school year in which their positions were effected.

Example: If the Board were to enter into an agreement effective September 1, 1999, and two (2) positions were terminated, the two employees would be guaranteed employment or full salary and benefits through June 30, 2000.

The Union shall have the right to file a grievance concerning a violation of this shared service agreement.

ARTICLE XIX - PAY CHECKS

Employees who receive a paycheck (other than direct deposit) shall have their lunch period extended by fifteen (15) minutes on pay day for the purpose of cashing their paychecks.

ARTICLE XX - NON-DISCRIMINATION

The Board and the Local agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race creed, color, religion, national origin, sex, domicile, or marital status.

ARTICLE XXI - CONTINUING EDUCATION

Effective on ratification, with the prior approval of the Superintendent, Unit Members shall be reimbursed one hundred percent (100%) of tuition costs not to exceed one hundred percent (100%) of the current accredited state university tuition, for all successfully completed relevant courses. The annual maximum unit liability or exposure to the Board for tuition cost shall not exceed \$2,000.00 in each year of the contract. If Unit Members' requests exceed the amount budgeted by the Board, each employee will receive a pro-rata reimbursement.

ARTICLE XXII - MISCELLANEOUS

Section 1: Compliance between Individual Contract & Master Agreement: Any individual contract between the West Orange Board of Education and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement. This Agreement, during its duration, shall be controlling

Section 2: Release Time – Local 68 Shop Stewards: The Local 68 shop steward shall be permitted without loss of productivity or work hours to investigate all grievances and attend all grievance hearings and meetings in the course of representing the employees of this bargaining unit upon advance notice and approval of his supervisor and/or Business Administrator.

Section 3: Union Rights and Privileges:

1. The Board agrees to furnish to Local 68, in response to reasonable requests, from time to time, all information legally open for disclosure concerning the financial resources of the district as it relates to this unit as well as information which may be necessary for the Union to process any grievance or complaint.

2. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.

3. The Board and the Local agree that bargain unit members of the Local may use school buildings at reasonable times for meetings and other Union activities in accordance with the provisions of the Board rules and regulations. Said use shall be granted by the approval of the Superintendent or his designated representative.

4. Rights granted under this contract are granted exclusively to IUOE, Local 68 members.

5. No employee shall be prevented from wearing pins or other identification of membership in the Local or its affiliates.

Section 4: Management and Union Meetings:

1. The Union and its representatives shall form a committee of members of the bargaining unit with whom will meet at least 2 (two) times a school year (unless otherwise determined by mutual agreement) with the Superintendent of Schools to discuss issues and concerns that are of interest to the development or revision of policies and practices related terms and conditions of employment and the betterment of the district.

2. The Principal shall meet with custodians at least 3 (three) times a school year for discussion of custodian concerns and or issues with building, staff and student policies or practices


ARTICLE XXIII - DURATION OF AGREEMENT

This Agreement shall cover the period commencing July 1, 2011 and expiring at 12:00 midnight on June 30, 2015.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and have affixed their corporate seals hereto the day and year first above written.

_____ 19 _____ day of _____ November _____, 2012

BOARD OF EDUCATION OF TOWNSHIP
OF WEST ORANGE, COUNTY OF ESSEX

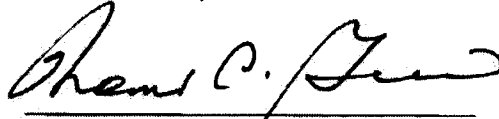


LAURA LAB
Board President




MARK KENNEY
Business Administrator/Board Secretary

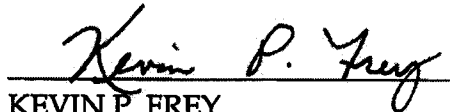
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B




THOMAS P. GIBLIN
Business Manager



EDWARD P. BOYLAN
President



KEVIN P. FREY
Recording Secretary



MICHAEL D. LEWIS
Business Representative

APPENDIX A-1

1. SICK LEAVE FOR PERSONAL ILLNESS

All full-time employees shall be allowed twelve (12) days absence annually with full salary for sickness in person or quarantine. All full-time ten (10) month employees shall be allowed ten (10) days absence annually with full salary for sickness in person or quarantine. All unused sick leave shall be added to accumulated total. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted. Thereafter, full salary shall be deducted in accordance with the method of calculating the daily rate.

2. SUPPLEMENTARY SICK LEAVE

Full-time employees shall be credited with five (5) days supplementary sick leave allowance for each year of service, with unused days to be accumulated. Full-time employees, who have exhausted their regular sick leave, may utilize the accumulated supplementary sick leave to the extent necessary to provide total compensation of three (3) days in a month.

3. LEAVE OF ABSENCE DUE TO PERSONAL ILLNESS

Employees may request in writing a leave of absence due to illness or health reasons. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant special extension of such leave in individual cases, which in its judgment, are deserving of such.

4. COMPENSABLE ABSENCE

Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board of Education shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in N.J.S.A. 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the

waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any worker's compensation award made for temporary disability

5. EMERGENCY ABSENCE

In addition to leave for personal illness as defined previously, an employee may be allowed a maximum of five (5) days in any one year with full salary because of death or serious illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary an unavoidable. The number of days shall be determined by the Superintendent of Schools on the merits of each individual case. Thereafter, full deduction shall be made.

SERIOUS - Shall mean an illness when the attending physician believes that the personal attention of the employee is required to assure the proper recuperation of the patient.

IMMEDIATE

- 1) In the case of serious illness, IMMEDIATE shall be understood to include in the family the husband, wife, father, mother, child, brother, sister, grandparents and any other relative making his or her home with the employee's family.
- 2) In the case of death, IMMEDIATE shall be understood to include, in addition to the person named above in "1", the following: mother-in-law, father-in-law, sister-in-law, and brother-in-law.

If in the case of death of a relative of the second degree, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made.

Relative of the second degree - shall be understood to include aunt, uncle, grandparent, nephew, niece and cousin.

6. PERSONAL BUSINESS

An application for absence for personal business shall be made, in writing, at least three (3) school days prior to the time of absence, if possible, to the building principal, Director of Buildings and Grounds or Director of Transportation, who will authorize the absence.

Three (3) days of personal leave, with full pay, are permissible without explanation where a substantial hardship exists. Thereafter, full deduction shall be made for personal business which has been explained to, and approved by the building principal, Director of Buildings and Grounds or Director of Transportation.

All personal leave days not used by an employee during a work year will be converted to sick leave days at the end of the work year and added to the employee's accumulated sick leave.

7. On written notice to the Superintendent or his designee, and subject to the limitations and conditions that follow, any employee may transfer any number of accumulated sick days to another employee with a prolonged or serious illness or who due to a prolonged or serious illness of a family member requires extended or repeated absences from work. All transfers shall be subject to the reasonable discretion of the Superintendent or his designee.

Notwithstanding the foregoing, (1) no non-tenured employee may transfer sick days to another employee, (2) no employee with fewer than 25 accumulated sick days may transfer sick days to another employee, and no transfer may result in the transferring employee having fewer than 25 sick days; (3) with the exception of retiring employees, no employee who is not returning to the employ of the Board for the school year following the request to transfer sick days shall be permitted to transfer any sick days, and any transfer effectuated and followed within ten months by the resignation of the transferor shall be subject to rescission by the Superintendent if done with apparent

intent to circumvent this prohibition; and (4) in the event an employee having in excess of 200 accumulated sick days shall elect to transfer sick days (in excess of the 200 already accumulated) to another employee, and if the transferring employee shall retire or otherwise terminate employment (except by reason of death) within three years from the date of transfer, then the compensation for accumulated sick days shall be reduced as follows:

If the retiring employee accumulates, from the date of transfer to the date of retirement, the same or greater number of sick days than those transferred, there shall be no reduction from the compensation

If the retiring employee accumulates less than the number of sick days transferred, then the number of accumulated sick days for which compensation shall be available shall be diminished by the difference between the number transferred and the number subsequently accumulated

(For example, if an employee with 215 accumulated sick days transfers 12 sick days to another employee on January 1, 2006, and retires on June 30, 2008, having accumulated an additional 12 or more sick days, then no reduction in compensation shall occur; if the same transfer occurs, and the employee retires having accumulated 5 additional sick days, then the number of accumulated sick days for which compensation shall be available shall be reduced by the 7 days transferred but not re-accumulated; if the same transfer occurs and no additional days are accumulated, the transferor's right to compensation shall be reduced by the entire 12 days transferred. If an employee retires more than 3 calendar years after the date of transfer, no deduction shall be made.

It is expressly acknowledged that the receipt and use of accumulated sick days will not shield an employee from administrative charges of unjustified excessive absences and the possible negative ramifications to the employee's status as a result of unjustified and excessive absences.

APPENDIX A-2

2011 - 2014 SALARY GUIDES

SALARY GUIDES REFLECT 2% INCLUSIVE OF INCREMENT FOR THE DURATION OF THIS AGREEMENT

MAINTENANCE

	<u>7/01/11</u>	<u>7/01/12</u>	<u>7/01/13</u>	<u>7/01/14</u>
Steps	3. 39,678.00	4. 40,471.56	5. 41,280.99	6. 42,106.61
	4. 42,840.00	5. 43,696.80	6. 44,570.74	7. 45,462.15
	5. 42,330.00	6. 43,176.60	7. 44,040.13	8. 44,920.93
	6. 43,860.00	7. 44,737.20	8. 45,631.94	9. 46,544.58
	7. 44,880.00	8. 45,777.60	9. 46,693.15	10. 47,627.02
	8. 48,960.00	9. 49,939.20	10. 50,937.98	11. 51,956.74
	9. 52,020.00	10. 53,060.40	11. 54,121.61	12. 55,204.04
	10. 54,060.00	11. 55,141.20	12. 56,244.02	13. 57,368.90
	11. 58,140.00	12. 59,302.80	13. 60,488.86	14. 61,698.63
	12. 61,200.00	13. 62,424.00	14. 63,672.48	15. 64,945.93
	13. 64,130.46	14. 65,413.07	15. 66,721.33	16. 68,055.76

Employees not at maximum shall advance one step each year of the contract.

CUSTODIANS

	<u>7/01/11</u>	<u>7/01/12</u>	<u>7/01/13</u>	<u>7/01/14</u>
Steps	5. 32,640.00	6. 33,292.80	7. 33,958.66	8. 34,637.83
	6. 34,170.00	7. 34,853.40	8. 35,550.47	9. 36,261.48
	7. 35,190.00	8. 35,893.80	9. 36,611.68	10. 37,343.91
	8. 35,904.00	9. 36,622.08	10. 37,354.52	11. 38,101.61
	9. 36,949.50	10. 37,688.49	11. 38,442.26	12. 39,211.10
	10. 37,842.00	11. 38,598.84	12. 39,370.82	13. 40,158.23
	11. 39,270.00	12. 40,055.40	13. 40,856.51	14. 41,673.64
	12. 41,106.00	13. 41,928.12	14. 42,766.68	15. 43,622.02
	13. 43,860.00	14. 44,737.20	15. 45,631.94	16. 46,544.58
	14. 51,723.18	15. 52,757.64	16. 53,812.80	17. 54,889.05

Employees not at maximum shall advance one step each year of the contract.

UTILITY

	<u>7/01/11</u>	<u>7/01/12</u>	<u>7/01/13</u>	<u>7/01/14</u>
Steps	3. 33,405.00	4. 34,073.10	5. 34,754.56	6. 35,449.65
	4. 34,680.00	5. 35,373.60	6. 36,081.07	7. 36,802.69
	5. 35,700.00	6. 36,414.00	7. 37,142.28	8. 37,885.13
	6. 37,230.00	7. 37,974.60	8. 38,734.09	9. 39,508.77
	7. 38,250.00	8. 39,015.00	9. 39,795.30	10. 40,591.21
	8. 41,820.00	9. 42,656.40	10. 43,409.53	11. 44,379.72
	9. 43,860.00	10. 44,737.20	11. 45,631.94	12. 46,544.58
	10. 52,020.00	11. 53,060.40	12. 54,121.61	13. 55,204.04
	11. 53,958.00	12. 55,037.16	13. 56,137.90	14. 57,260.66

Employees not at maximum shall advance one step each year of the contract.

FULL-TIME BUS DRIVERS

	<u>7/01/11</u>	<u>7/01/12</u>	<u>7/01/13</u>	<u>7/01/14</u>
Steps	3. 31,620.00	4. 32,252.40	5. 32,897.45	6. 33,555.40
	4. 33,660.00	5. 34,333.20	6. 35,019.86	7. 35,720.26
	5. 35,700.00	6. 36,414.00	7. 37,142.28	8. 37,885.13
	6. 37,740.00	7. 38,494.80	8. 39,264.70	9. 40,049.99
	7. 40,800.00	8. 41,616.00	9. 42,448.32	10. 43,297.29
	8. 42,330.00	9. 43,176.60	10. 44,040.13	11. 44,920.93
	9. 43,350.00	10. 44,217.00	11. 45,101.34	12. 46,003.37
	10. 46,410.00	11. 47,338.20	12. 48,284.96	13. 49,250.66
	11. 48,450.00	12. 49,419.00	13. 50,407.38	14. 51,415.53
	12. 52,241.34	13. 53,286.17	14. 54,351.89	15. 55,438.93

Employees not at maximum shall advance one step each year of the contract.

The salary presented in this guide are for a twelve month work year. Drivers who work a ten month year will be paid pro rata.

ELEMENTARY SCHOOL HEAD CUSTODIANS

	<u>7/01/11</u>	<u>7/01/12</u>	<u>7/01/13</u>	<u>7/01/14</u>
Steps	11. 47,175.00	12. 48,118.50	13. 49,080.87	14. 50,062.49
	12. 55,080.00	13. 56,181.60	14. 57,305.23	15. 58,451.34
	13. 58,216.50	14. 59,380.83	15. 60,568.45	16. 61,779.82

MIDDLE SCHOOL HEAD CUSTODIAN

	<u>7/01/11</u>	<u>7/01/12</u>	<u>7/01/13</u>	<u>7/01/14</u>
Steps	10. 47,991.00	11. 48,950.82	12. 49,929.84	13. 50,928.43
	11. 56,100.00	12. 57,222.00	13. 58,366.44	14. 59,533.77
	12. 59,436.42	13. 60,625.15	14. 61,837.65	15. 63,074.40

HIGH SCHOOL HEAD CUSTODIAN

	<u>7/01/11</u>	<u>7/01/12</u>	<u>7/01/13</u>	<u>7/01/14</u>
Steps	11. 49,215.00	12. 50,199.30	13. 51,203.29	14. 52,227.35
	12. 58,140.00	13. 59,302.80	14. 60,488.86	15. 61,698.63
	13. 60,493.14	14. 61,703.00	15. 62,937.06	16. 64,195.80

APPENDIX A-3
OVERTIME GUIDELINES

Each school and/or work group must create an overtime rotation list.

Custodians (each school)
Maintenance (B&G Office)
Grounds (B&G Office)

Each group will start the rotation list on a seniority basis. Once through the list the overtime will be issued according to the rotation list. A new employee will be placed at the end of the rotation list and will follow the order accordingly.

Overtime Issuance

Overtime will be issued based on the type of overtime that is required.

Continuance Overtime (C) Employee starts a job they must complete the job.

Example: Painter is painting a room and needs two additional hours to complete the work.
Custodian starts stripping and waxing room. Needs 1.5 hours to complete the work.

Specialty Overtime (S) Employee must require a specific skill to complete the work.

Example: Requires a specific trade skill to do the work such as plumbing, electrical, HVAC, painting, locksmith, grounds maintenance (use of machines), floor stripping, rug shampooing, etc.

General Overtime (G) Standard overtime with no specific skill required.

Example: Event coverage, general cleaning, trades helper, etc.

Overtime is offered by the school Head Custodian or B&G Supervisor.

Start with the first employee (by seniority) on the respective overtime list. Employee accepts (Yes) or refuses (No) overtime.

If all of the employees in your school either refuse or are not available for overtime then you may go to another school custodial list, maintenance list or grounds list. You do not have to follow the rotation on any of the other rotation lists but the employee from another school who accepts the overtime will be charged for that overtime on their home school overtime list.

Miscellaneous Notes

Employee is told that there is overtime but not what kind of overtime.

Head Custodian or B&G Supervisor responsible to offer, document and track overtime.

Head Custodian or B&G Supervisor will make the overtime list available to the employees by posting the most current overtime rotation list. The Head Custodian or Custodial Supervisor shall provide, when requested by the Shop Steward information relative to the overtime rotation.

Two Hour Rule: Employees will not be charged an acceptance or refusal for overtime that is 2 hours or less. Two plus hours will be considered accepted or refused and tracked.

Employee moves to another school - the employee name is added to the bottom of the list and is part of a new rotation.

Assign OT no later than Thursday of each week for WEEKEND OT or as reasonably possible. Emergency overtime will be issued on an as needed basis.

Boiler license is required to occupy a building when boilers are in operation. If an employee does not have a valid boiler license they cannot be in a building by themselves with a boiler operating.

Leave Rules

- | | |
|----------|--|
| Vacation | (a) Employee is bypassed with no refusal.
(b) Employee may remain on the overtime list if they notify their immediate supervisor they are staying local and will be available for overtime. |
| Personal | Same as vacation. |
| Sick | (a) Employee is bypassed with no refusal.
(b) Employee may not work on a day they called in as sick. |

Employees must make themselves available for a reasonable amount of overtime. The following are ways to make an employee available.

- (a) In person before, during or after your work schedule
- (b) Telephone call to the employee's home or cell telephone.

Employee has 30 minutes to respond to a Head Custodian or B&G Supervisor's telephone call. After 30 minutes, an employee will be documented as a refusal for not responding in a timely manner and overtime will be offered to the next employee on the rotation list.

Employees who do not want overtime can sign a form and will be removed from the rotation list. They will not be penalized for refusals. Employees can be put back on the rotation list any time by signing the same form and be reinstated to work overtime. This does not apply to mandatory overtime, i.e. snow removal, etc.

Accepted overtime must be worked by the employee. If the employee does not show up for accepted overtime, the employee may be disciplined.

Night shift custodial cleaning overtime will utilize four (4) hours coverage for an absent custodian shift (8 hours). The short list cleaning procedures will be implemented in sections where there is a custodial absence.

Employees may be given other assignments by the Head Custodian or B&G Supervisor when working events that do not require specific duties or continual supervision of the event.

APPENDIX A-4

BUILDING AND GROUNDS SNOW REMOVAL PROCEDURE

All Buildings and Grounds staff is responsible for snow and ice removal.

NOTIFICATIONS:

PREDETERMINED SNOW WHILE SCHOOL IS OPEN

Anticipated school closure or delayed school opening.

All day shift staff will report to work at a predetermined time.

There will be a snow removal email or telephone call to the Head Custodians from the Director of B&G or the Operations Foreman when there is a predetermined notification. Notification will be the day before the anticipated snow fall.

Staff (All Shifts) will be responsible for snow removal while on duty when there is accumulated snow before, during and after school hours. Snow removal is priority over all other building activities.

DELAYED OPENING NOTIFICATION - SNOW REMOVAL

On snow days when there is a *DELAYED OPENING*, all first shift staff will be notified as to the report time for snow removal. Head Custodians with the consultation of the Director of B&G or the Operations Foreman will determine if additional staff from other shifts will be required. Head Custodians will notify their respective staffs.

NO SCHOOL DAY NOTIFICATION - SNOW REMOVAL

On snow days when there is *NO SCHOOL* (except for Saturday, Sunday or Holidays), Head Custodians will be notified by the Director of B&G or the Operations Foreman as to the report time for snow removal. Head Custodians with consultation of the Director of B&G or the Operations Foreman will determine if additional staff will be required. Head Custodians will notify their respective staffs.

WEEKENDS, HOLIDAYS NOTIFICATION - SNOW REMOVAL

Snow removal for Saturday, Sunday or Holiday will be accomplished through the snow removal volunteer list. The Head Custodians with consultation of the Director of B&G or the Operations Foreman will determine if additional staff will be required. Head Custodians will notify their respective staffs from the snow volunteer list first.

If the snow volunteer list does not provide enough staff to adequately remove the snow and meet District needs, then the snow volunteer list will be abandoned and all staff will be required to remove snow.

Predetermined Notification	Head Custodians will give report notification the day prior to anticipated snow.
All Other Notification	Head Custodians will give report notification the night before or the same day as the snowfall

B&G staff must anticipate snow removal notification after every snowfall.

B&G staff is expected to report for snow removal when **OFFICIALLY** notified.

All buildings and grounds staff will be notified by school messenger when school is closed due to a snowfall. Employees will then be officially notified to report for snow removal.

Official notification includes school messenger, direct phone calls, answering machine phone messages, pager notifications, Nextel direct connect calls, emails, verbal or written communications. B&G staff is required to provide the B&G Department with a current contact telephone number. If management contact fails two or more times for an individual employee during the current snowfall season, that employee may be required to contact management for snow removal instructions.

Two-way radios, Nextel phones, cell phones, must be used during snow removal. This is for the safety of all employees on duty.

All employees can use and operate snow removal equipment (walk behind snow blowers, riding snow blowers, etc.) at the discretion of the Head Custodian or Supervisor. If an employee is not familiar with the proper operation of a piece of equipment, the employee may request the Head Custodian or Supervisor to provide training.

Employees cannot leave the district until all snow is removed and permission to leave is granted by the Director of Buildings and Grounds or the Operations Foreman.

**WEST ORANGE BOARD OF EDUCATION
CONTRACT**

NAME OF EMPLOYEE:

POSITION UNDER THIS CONTRACT:

DATE OF THIS AGREEMENT:

INITIAL SALARY AND PLACEMENT ON SALARY GUIDE UNDER THIS CONTRACT:

This agreement is made between the Board of Education of the Township of West Orange in the County of Essex, a corporation of the State of New Jersey, with its principal office at No. 179 Eagle Rock Avenue, West Orange, New Jersey, hereinafter called the Board and the Employee.

NOW THEREFORE, in consideration of the mutual covenant hereinafter set forth, it is mutually understood and agreed as follows:

(1) The Board does hereby employ the Employee to fill the position under the jurisdiction of the Board.

(2) Employee agrees to faithfully perform the duties of said employment and will observe and comply with the Rules and Regulations of the Board, State Board of Education, and Statutes of the State of New Jersey, as they pertain to said employment.

(3) Employee is to be compensated by the salary fixed in the salary guide approved by the Board, as the same may be amended or changed from time to time; at the rate applicable on said guide for the level of experience and training acquired by the Employee. Said position on said guide is hereby established by the authorized salary guide. Progress on said salary guide shall be in accordance with the Board Rules and Regulations.

(4) This contract is for the current school year as presently established by the Board. It automatically expires upon the completion of the last day of the school year, unless Employee is offered re-appointment by the Board.

(5) The contract year is defined by the Rules and Regulations of the Board.

(6) In the case of non-tenure Employees, this contract may be terminated by the Board upon the giving of thirty (30) days notice in writing of its intention to do so, or by the employee giving sixty (60) days notice of his/her intention to leave.

IN WITNESS WHEREOF, Employee has signed and sealed these presents and Board has caused its proper corporate officers to sign and seal the same.

L.S.

Date

Secretary

Date

President

Date

**BOARD OF EDUCATION
TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX
Equal Opportunity Employer
M/F/H**