

# 2743

New

AGREEMENT BETWEEN  
MERCER COUNTY & VICINITY  
BUILDING TRADES COUNCIL  
and  
HAMILTON TOWNSHIP BOARD OF EDUCATION

EFFECTIVE DATE  
July 1, 1991 through June 30, 1994

REVISED

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ARTICLE 1

Recognition

1:1 The Board of Education recognizes the Mercer County & Vicinity Building Trades Council as the majority representative and exclusive bargaining agent for all Maintenance Staff (Carpenters, Painters, Plumbers, Electricians and Masons) employees, but excluding all other employees.

ARTICLE 2

Pay Scale

2:1 The following hourly rate schedule shall be adopted for all maintenance employees: This is based upon 95% of the outside rate as established.

|             | <u>1991-92</u> |
|-------------|----------------|
| Carpenter   | \$20.51        |
| Painter     | \$17.97*       |
| Plumber     | \$22.97        |
| Electrician | \$23.86        |
| Masons      | \$20.94        |

The hourly rate schedules shall established by July 1 of each succeeding year. In any event the hourly rates for 92-93 shall not exceed a split raise of 5% on 7/1/92 and 3.5% on 1/1/93 and for 93-94 shall not exceed 7.5%.

\* Will increase no less than 2% in each year of contract as long as the rate does not exceed 95% of the outside repaint rate.

2:2 There shall be one employee selected by the Board as a working leadperson for each craft that employs four or more employees. Leadpersons shall receive an additional \$4,160 (hourly rate - \$2.00).

2:3 Union Dues - The Painters covered under this Agreement will be expected to pay 2% of gross wages per hour Union Dues to be deducted from the employees' salary by the Paymaster of the employer. These dues must be received by the Union by the 10th of the following month.

NOTE: The Painters Local 301, District Council #10, agrees to save the Board harmless from any claims raised against it as a result of its obligations arising under the provisions of this Article.

2:4 The local union fringe benefit rates shall be paid to specifically identified regular union summer employees to insure that they will maintain their continuity of benefits.

## ARTICLE 3

### Medical Benefits

#### 3:1 MEDICAL BENEFITS

The Board of Education shall pay full coverage for Blue Cross, Blue Shield, Rider J, and Major Medical where the employee chooses the family or individual plan for the duration of this agreement.

Note: Comparable HMO programs will apply under medical benefits in lieu of Blue Cross/Blue Shield Programs at the discretion of the insured.. THE PARTIES ARE WILLING TO MUTUALLY EXPLORE ALTERNATIVE PLAN TO PROVIDE THESE BENEFITS.

Any maintenance employee who retires shall be allowed to remain as part of the group plans provided by the Hamilton Township Board of Education. The employee shall be responsible for payment of the group rate.

#### 3:2 DENTAL PLAN

The Board of Education, shall pay the premium or 100% of the employees and dependents (three-party plan) cost for a dental program in accordance with the provisions of the district policy. 100% P&D, 60-40 Remaining Basic, 50-50 Prosthodontics, 50-50 Orthodontics as per Board group plan.

Note: Dependents are defined to be the employee's spouse and unmarried children. Dependent children are eligible for coverage from birth until age 19 or, if the covered child is enrolled full time at an accredited school, college or university, coverage may be extended to the child's 23rd birthday unless otherwise indicated under Benefits and Program Specifications. An unmarried dependent child over the limiting age may continue to be covered if incapable of self-support because of a physical or mental handicap commencing prior to reaching the limiting age, provided a physician's certificate is submitted to NJDSP.

#### 3:3 PRESCRIPTION PLAN

The Board of Education shall provide full coverage for a Prescription Plan with \$3.00 co-pay provision for name brand drugs and no co-pay for generic drugs, children covered up to age twenty-five and no

contraceptives, in accordance with the provision of the policy. The employee may choose either the individual, parent and child, or family plan.

- 3.3.1 Employees hired after July 1, 1991 shall not be eligible for the dental coverage plan until the completion of the third year of employment.

3:4 WASHINGTON NATIONAL

The Board shall provide 100% of the cost of a Plan 1-Class B (\$540 Benefit) 4th Day Coverage, Group Disability Insurance Program.

- 3:5 The Board shall provide for continuances of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. The retirees shall be responsible for all premium cost involved.

- 3:6 The Board shall give written notification at the time of hiring all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.

- 3:7 All new employees and other employees requesting same shall be given a description of the health-care insurance coverage provided under this Article contingent upon the availability of such documents from the carrier.

- 3:8 The Board agrees to provide at no cost to the employee, chest x-rays required of the employee to maintain his/her employment, provided such said employee avails himself/ herself of the program provided by the Board.

ARTICLE 4

Sick Leave

4:1 All persons employed effective in the month of July for the full year shall be entitled to twelve (12) sick leave days as of the first official day of said year whether or not they report for duty on that day. However, all shorter term employees shall only be entitled to one (1) sick day for each month of their appointment. Unused sick leave days shall be accumulated from year to year with no maximum limit.

4:2 Upon return from an absence in excess of three (3) consecutive days due to illness, the employee may be required to furnish a doctor's certificate.

4:3 Any employee retiring on or after July 1, 1991 with 20 or more years of service in the Hamilton Township School District, upon retirement in accordance with the PERS regulations shall receive sixty (\$60) per day for one (1) out of every three (3) unused accumulated sick days that were earned in Hamilton Township with the following caps:

1 through 199 sick days - a maximum of \$3,540  
200 + sick days - a maximum of \$4,000

Requests for payments from retiring employees must be made on the proper form by November 1 of their last year of employment in order to insure entitlement.

ARTICLE 5

Vacations

5:1 All employees shall receive the following vacation benefits for years of service completed as of June 30 of the previous school year.

|                      |   |
|----------------------|---|
| Less than 1 year     | 1 working day per month,<br>up to 10 days |
| 1 year to 7 years    | 10 working days                           |
| 8 years to 15 years  | 15 working days                           |
| 16 years to 20 years | 20 working days                           |
| 21 years and over    | 25 working days                           |

5:2 Upon application to and written approval by the Superintendent a limited number of unused vacation days may be carried over to the subsequent school year. It is acknowledged by both the Board and the Association that exceptional circumstances may arise which may require that an employee forego his or her scheduled vacation and carry it over to the subsequent school year. It is further acknowledged that the needs of the district must be considered whenever such a request is made to the Superintendent.

ARTICLE 6

Holidays

6:1 Holidays - as per list submitted by the Board, not to be less than eighteen (18) days.



## ARTICLE 7

### Overtime - Call-In Time, Work Week

- 7:1 The work week shall consist of five consecutive days from Monday until Friday, eight hours per day, exclusive of lunch.
- 7:2 All employees shall be entitled to one and a half times the hourly rate for all work in excess of forty hours.
- 7:3 All employees required to work on listed holidays or Sundays shall be paid at the applicable double time rate.
- 7:4 Holidays and sick time will be counted as a day worked.
- 7:5 Any employee called into work for any period of time other than his/her regularly scheduled work day after s/he has left his/her place of employment shall be given not less than three hours' work at one and a half times his/her regular rate.
- 7:6 Then any employee is taking the place of his/her respective leadperson, the leadperson's rate of \$2.00 per hour shall be paid to that employee after four (4) consecutive work days in the leadperson's position.
- 7:7 After an employee has exhausted his/her accumulated full pay sick days, full pay personal days, and any additional granted pay days s/he will then be charged with accrued vacation days for all subsequent absences before being placed in a no pay "X" absence status.

## ARTICLE 8

### Appointment Notice

- 8:1 Appointment notices for all employees shall be issued on or before June 30 for the following school year.

## ARTICLE 9

### Grievance Procedures

#### 9:1 Definitions

9:1.1 A grievance is a claim based upon the interpretation, application or violation of the specific sections of this Agreement.

9:1.2 An aggrieved person is the person or persons making the claim.

#### 9:2 Purpose

9:2.1 The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level.

#### 9:3 Procedure

9:3.1 Grievances should be processed as rapidly as possible; therefore, the number of days indicated at each administrative level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

#### 9:3.2 Level One

An employee with a grievance shall first discuss it with his/her immediate supervisor within five (5) calendar days of its occurrence either directly or through a chosen representative, with the objective of resolving the matter informally.

#### 9:3.3 Level Two

If the matter is not resolved at Level One to the satisfaction of the aggrieved employee, s/he shall set forth his/her problem in writing to his/her immediate Supervisor, within ten (10) calendar days of the occurrence. The immediate supervisor shall communicate his/her decision to the aggrieved employee in writing within five (5) calendar days of the receipt of the written complaint.

#### 9:3.4 Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no disposition has been rendered within five (5) calendar days after presentation of the written

grievance, s/he may appeal the grievance in writing within five (5) calendar days of receipt of the decision at the prior level to the Manager of Plant, Engineering & Operations, who shall render a decision in writing within five (5) calendar days.

9:3.5 Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no disposition has been rendered within five (5) calendar days after presentation of the written grievance, s/he may appeal the grievance in writing within five (5) calendar days of receipt of the decision at the prior level to the Superintendent or his/her designee who shall render a decision in writing within five (5) calendar days.

9:3.6 Level Five

If the grievance cannot be resolved at Level Four, it shall be presented to the Board of Education in writing within five (5) calendar days of receipt of the decision at the prior level. The Board of Education will then attempt to resolve the grievance, within a period not to exceed fifteen (15) calendar days and the Board of Education will communicate its decision in writing to the employee and his/her immediate supervisor within fifteen (15) calendar days.

9:3.7 Level Six

If the aggrieved employee is not satisfied with the disposition of his/her complaint by the Board of Education at Level Five, s/he may within five (5) calendar days submit his/her grievance in writing to the State Board of Education or take other legal means. S/he shall have the right to present his/her own appeal or to designate another person of his/her choosing to appear with him/her or for him/her.

## ARTICLE 10

### Management Functions

- 10:1 Subject to the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as normally and customarily exercised by the Board of Education in the management of the affairs of the school district.
- 10:2 In addition to the rights described above, the Board specifically reserves, subject to the provisions of this Agreement, the following additional rights:
- 10:2.1 The right to direct employees of the school district;
- 10:2.2 To promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
- 10:2.3 To relieve employees from duty because of lack of work or for other legitimate reasons;
- 10:2.4 To maintain efficiency of the school district's operations entrusted to it;
- 10:2.5 To determine the methods, means and personnel by which such operation are to be conducted; and 10:2.6 In the interest of preserving bargaining unit work and to assure a harmonious working relationship, the Board agrees not to subcontract out during the term of this Agreement any work normally performed by the members of the Bargaining Unit in non-emergent circumstances; and
- When emergencies arise the following understandings shall prevail:
- 10:2.7-1 There shall be no reduction in 'normal' bargaining unit work.
- 10:2.7-2 Wherever possible the Board of Education shall give first consideration to utilize temporary employees through the hiring hall

and temporary employee provisions of this Agreement.

- 10:2.7-3 If the nature of the emergency, in the Board's discretion, requires a contractor the Board shall solicit bids from a list of union contractors provided by the Mercer County Building Trades in addition to the statutorily required publication of the bid.
- 10:2.7-4 Nothing in this article shall limit the statutory right of the right of the Board of Education to competitively bid emergency work in accordance with the provisions of State law.

## ARTICLE 11

### Safety

11:1 At no time shall less than two (2) employees work in tunnels, shafts, or lofts or other places deemed dangerous by the Manager of Operations or his/her designee.

## ARTICLE 12

### Temporary Leaves of Absence

12:1 PERSONAL LEAVE:

- 12:1.1(a) Employees hired before July 1, 1991 shall be entitled to three (3) personal leave days with full pay each school year.
- (b) Employees hired after July 1, 1991 shall earn personal days at the rate of one (1) per each full year of employment until completion of the third year when the maximum of three (3) shall be earned.

12:1.2 Any employees appointed for a shorter term shall be entitled to prorated leave.

12:1.3 Any personal days not utilized during any school year shall accumulate to the employee's unused sick leave.

12:2 DEATH IN IMMEDIATE FAMILY:

12:2.1 Death includes immediate in-laws. (Immediate family shall be interpreted to mean father, mother, husband, wife, brother, sister, child, and those related by blood or marriage permanently residing within the household of the employee.) Payroll provisions: five (5) consecutive week days, full pay in any school year.

12:2.2 DEATH OF GRANDPARENTS : 3 consecutive weekdays in any school year, full pay.

12:3 ABSENCES NOT COVERED BY REGULATIONS:

12:3.1 Payroll provisions, no allowance - full pay deduction - prior (one [1] week) approval of the Superintendent of Schools is required for all contractual employees.

12:4

NOTE: Any emergency or other urgent reason beyond the provisions listed of the above temporary leaves of absence would necessitate the approval of the Superintendent of Schools and the Board of Education before additional days could be granted. (A court summons, necessitating a staff member to be in a court through no fault of his/her own, would be an example of an extra day beyond the three (3) which may be approved for full pay or full pay less the cost of a substitute.

ARTICLE 13

Longevity

13:1 Effective July 1, 1991 all employees who have completed the listed number of working years by June 30 of the preceding year, in Hamilton Township shall receive the additional cumulative amounts per year as listed below:

10-13 years - \$200  
14-15 years - \$200  
16 years - \$200  
17 years - \$200  
18 years - \$500  
19 years - \$500  
20-24 years - \$200  
25-29 years - \$200  
30 years - \$200

\*(by June 30 of the preceding years)



ARTICLE 14

Deduction From Salary

- 14:1 An employee may elect to have five percent (5%), ten percent (10%), fifteen percent (15%), or twenty percent (20%) of his/her salary deducted from his/her check for deposit in the Mercer County Teachers Credit Union. Said percentage of deduction shall remain in effect for the entire fiscal year.
- 14:2 The Association shall indemnify and save harmless the Hamilton Township Board of Education for any losses which may arise from the deductions and deposits as per 14:1 above which do not arise from the Board's own negligence.
- 14:3 An employee may individually elect to have an amount of his/her salary deducted from his/her pay to be deposited into one of the mutually agreed upon tax- sheltered annuity plans.
- 14:4 The Board agrees to deduct for the salaries of its trades personnel the appropriate authorized amount for eligible dependent coverages requested for all health, - dental, prescription and disability insurance.
- 14:5 Employees shall be paid twice a month with mutually agreed upon dates. The twenty-six (26) payments shall be as equal as possible.

ARTICLE 15

Tools Requirement and Security

- 15:1 All journeymen shall be required to furnish tools as specified in the approved list dated April 14, 1983 and filed with the Manager of Operations.
- 15:2 The employer shall be held responsible for the loss of workmen' s tools through fire, or theft, by breaking and entering not due to employees' negligence in an amount that the employer' s current insurance will cover such losses as per listed items up to \$500 per employee. Employees shall immediately report the loss of tools through fire or theft to the employer. Employers shall designate a tool box will a lock or other secured space to insure the safekeeping of all tools.

ARTICLE 16

Term of Contract

16:1 This Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1994 subject to the Council's right to negotiate a successor Agreement for all employees in the unit, with negotiations commencing in accordance with the rules and regulations of the Public Employment Relations Commission.

14:2 In witness whereof the parties hereto have caused this Agreement to be signed by their respective delegates, all on the day and year written below.

HAMILTON TOWNSHIP  
BOARD OF EDUCATION

*James T. Kupler*

Date 2/19/92

MERCER COUNTY & VICINITY  
BUILDING TRADES COUNCIL

*Donald J. Kennedy*

Date 2-12-91