

AGREEMENT

between the

MERCER COUNTY and VICINITY BUILDING

AND CONSTRUCTION TRADES COUNCIL

(MECHANICS AND LABORERS)

and the

TRENTON BOARD OF EDUCATION (Employer)

-----  
X July 1, 1987 through June 30, 1990  
-----

SMITSON & GRAZIANO  
3685 QUAKERBRIDGE ROAD  
P. O. BOX 3333  
TRENTON, NEW JERSEY 08619

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE. . . . .	1
I	NEGOTIATIONS PROCEDURE. . . . .	2
II	DUES DEDUCTION. . . . .	3
III	NO-STRIKE CLAUSE. . . . .	4
IV	HIRING HALL CLAUSE. . . . .	5
V	HOLIDAYS. . . . .	6
VI	LEAVE POLICIES. . . . .	7
VII	LONGEVITY . . . . .	11
VIII	MEDICAL BENEFITS. . . . .	12
IX	RETIREMENT. . . . .	14
X	SUBSTITUTION FOR FOREMAN . . . . .	15
XI	TARDINESS POLICY . . . . .	16
XII	VACATIONS . . . . .	17
XIII	WORK WEEK . . . . .	19
XIV	TEMPORARY EMPLOYEES . . . . .	20
XV	MISCELLANEOUS . . . . .	22
XVI	DURATION . . . . .	23
	SALARY GUIDE. . . . .	24

PREAMBLE

THIS AGREEMENT, by and between the Board of Education of the City of Trenton, County of Mercer and the United Brotherhood of Carpenters and Joiners of America, Local Union No. 9; the International Brotherhood of Painters, Decorators and Paperhangers of America, Local Union No. 301; the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local Union No. 9; and the International Hod Carriers and Common Laborers Union, Local Union No. 369 shall commence and be in effect from the first day of July, 1987 until the thirtieth day of June, 1990.

Also INTERNATIONAL Brotherhood of  
ELECTRICAL WORKERS Local Union 269.

ARTICLE I

NEGOTIATIONS PROCEDURE

A. The Trenton Board of Education or the Unions, if desiring changes in this agreement, must notify the other party on or before December 1 of any year. Said changes, if agreed upon, shall become effective July 1 of the following year. However, changes may be made at any time by mutual consent.

B. No changes or modifications shall be requested or recognized by either party hereto prior to the expiration of the within AGREEMENT, except as provided in subsection A of this Article.

ARTICLE II

DUES DEDUCTIONS

A. The Board agrees to deduct, upon receipt of a voluntary written authorization, the working dues in the amount of two (2%) percent of gross wages. The form authorizing the deduction is to be kept on file by the Union, with a copy sent to the Board.

B. As to each authorizing employee, the deduction and payment herein provided shall be made only if the Board has received a signed authorization form.

C. The sums so deducted shall be due and payable to the Union by the Fifteenth (15th) of each month.

D. Maintenance employees shall be required to maintain, in their respective Unions, membership in good standing during the term of this Agreement. Membership in good standing is defined as the tender, when due, of the assessments and dues uniformly required.

ARTICLE III

NO-STRIKE CLAUSE

There shall be no stoppage of work either by strike or lockout. A committee of three (3) representing the employees, shall meet within twenty-four (24) hours to resolve any differences.

ARTICLE IV

HIRING HALL CLAUSE

The Board agrees that when hiring any classification of employee covered by this Agreement, it will notify the respective Union (s) which shall refer qualified applicants for employment on a non-discriminatory basis. The board has the right to reject any and all candidates.

ARTICLE V

HOLIDAYS

A. Employees shall receive fourteen (14) paid holidays (or days celebrated as such) as follows:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
One Day between Christmas and New Year's

B: Any employee required to work on the above specified holidays will be paid at double time.



ARTICLE VI  
LEAVE POLICIES

A. Sick Leave

1. Employees shall be allowed eighteen (18) days sick leave per year with full pay. All permanent full-time employees shall be permitted unlimited accumulation of all unused allowable sick days. An employee whose contract is effective after the beginning of the year shall be allowed one (1) day of sick leave for each remaining month of the annual contract period.

2. Sick leave is hereby defined to mean the absence from duty of any full-time employee because of personal disability due to illness or injury or on account of being quarantined due to the presence of a contagious disease in the immediate household.

3. Employees taking short term sick leave -- three (3) consecutive days or more -- shall, immediately upon return to work, present to the Executive Director, Buildings & Grounds, a written physician's certificate of illness and/or disability. The physician's certification shall be completed on the form provided by the District.

B. Illness in Immediate Family.

Three (3) days per year shall be allowed for illness in the immediate family.

C. Death in Family

Five (5) successive calendar days, with full pay, shall be allowed for death in the immediate family.

The family shall be understood to include: wife, husband, father, mother, child, brother, sister or other relatives who at the time of death is a member of the same household.

D. Death of Others

With the approval of the Executive Director, Buildings & Grounds, an employee shall be allowed an absence of one (1) day per year with no loss of pay for the death of others.

E. Personal Business or Religious Holidays

Three (3) days per year shall be allowed for other personal business. Requests for personal business days shall be submitted, in writing, to the Executive Director, Buildings & Grounds, four (4) days in advance. All requests shall be subject to the prior approval of the Executive Director, Buildings & Grounds.

F. Court Order

Absence by reason of subpoena shall result in no deduction from salary, provided the subpoena is filed with the Assistant Superintendent for Business Administration/Board Secretary, except where the employee is a party to the suit, in which case full deduction shall be made.

G. Jury Duty

Employees subpoenaed for jury duty shall receive full pay, less the fee received for such services.

H. Furlough

Leave of absence, with loss of pay, may be granted by the Board of Education for a period of six (6) months after which another request for a leave of absence of six (6) months may be made.

I. Return from Leave

Employees returning to work after an authorized leave of absence shall be returned to the same or similar position held at the time leave was granted.

J. Any employee with fifteen (15) years or more of service in the Trenton School District shall receive 1/180 of the employee's base salary for each of three (3) days of unused

accumulated sick leave upon the employee's retirement, death or disability.

ARTICLE VII

LONGEVITY

A. Employees shall be entitled to longevity increment for years of service, according to the following schedule:

Twenty (20) years,	-	\$600
Twenty-five (25) years	-	\$600
Thirty (30) years	-	\$600
Thirty-five (35) years	-	\$600

B. In determining the total years service for longevity, the time shall commence with the first date of employment, providing employment was continuous.

C. Employees acquiring the above year of service, at anniversary date only and not retroactive before July 1, 1980.

ARTICLE VIII  
MEDICAL BENEFITS

A. During the term of this Agreement, the Board shall pay the premium for:

1. Individual and family coverage, with dependent coverage to age 25, under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical Surgical Plan (1420 Series ), including Rider J.
2. Unlimited major medical coverage with the Provident Life and Accident Insurance Company.
3. Family coverage under the Blue Cross Prescription Drug Plan. Employees will co-pay \$1.00
4. For any employee who retires at age 55 or older with twenty-five (25) years of service in the District, the Board shall pay the premium for individual coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical Surgical Plan (14/20 Series) including Rider J and Medi-Group, Unlimited Major Medical coverage with Provident Life and Accident Insurance Company with expenses in excess of \$2,500.00 submitted

to major medical paid at the rate of 100%; until eligible for Medicare.

B. An employee who is absent because of injury by accident arising out of and in the course of his employment shall be entitled to Worker's Compensation Benefits, as provided by statute and as covered by Worker's Compensation Insurance. Such an employee shall be entitled to the differences between the weekly Workmen's Compensation rate and the amount of his salary on account of temporary disability, as defined by the Worker's Compensation Act for a period not to exceed one (1) year for each accident.

C. Employees may arrange for dental coverage at employees' expense, and the Board will cooperate in arranging payment through payroll deductions.

ARTICLE IX

RETIREMENT

A. Employees shall be entitled to membership in the Public Employee's Retirement System of the State of New Jersey and all extended privileges to which they are entitled by virtue of their membership in this Fund.

B. An employee retiring for age shall comply with all applicable statutes and regulations, particularly N.J.S.A. 43:15A-43.

C. An employee, retiring after twenty (20) or more years of service, shall be paid the sum of one-third (1/3) of his accumulated sick days times his per diem salary. The maximum amount payable shall be twelve thousand dollars (\$12,000).



ARTICLE X

SUBSTITUTION FOR FOREMAN

Employees temporarily assigned as foremen for more than five (5) days shall be entitled to pay at the appropriate step on the foremen's salary guide retroactive to the first day of their assignment.

ARTICLE XI

TARDINESS POLICY

A. Any employee who is tardy, according to the schedule of the school or department to which he is assigned, three (3) times in a school year, shall receive from his immediate supervisor a written communication setting forth the dates of tardiness and a notification that continuance of such tardiness shall result in disciplinary action.

B. Should an employee's tardiness continue to the point of five (5) times in a given school year, money equal to one-half (.5) day's pay shall be deducted from the employee's income. Similar deductions shall be made for each multiple of five (5) additional incidents of tardiness in any given school year.

C. The calculations for salary deductions, as provided for in subsection B of this Article, shall be as follows:

10 month employee -- Annual Salary x (.5) = deduction  
200

12 month employee -- Annual Salary x (.5) = deduction  
240

D. Any exception to this policy may be granted only by the Superintendent of Schools.

ARTICLE XII

VACATIONS

A. Permanent employees shall be granted annual vacation leave, with pay, according to the following schedule:

1 Month to 11 Months	- 1 day per month
1 year to 8 years	- 12 working days
9 years to 15 years	- 15 working days
After 15 years	- 20 working days

After July 1, 1987, this schedule shall be changed to allow the following:

To and including 7th month	- 1 day per month
8 months to and including 5 years	- 10 days
5 years to and including 13 years	- 15 days
14 years and beyond	- 20 days

B. Vacation shall be taken the year in which earned. If due to workload, this cannot be accomplished, vacation may be accumulated and taken in the next successive year only, with the written permission of the Executive Director, Buildings and Grounds. Under no circumstances shall any accumulation be carried beyond the year immediately following the year in which it was earned.

C. No vacation allowance shall be granted to employees who resign from their position before the end of the school year. However, vacation allowance will be granted those whose retirement is effective before the end of the school year, providing they have worked seven (7) months out of twelve (12).

ARTICLE XIII

WORK WEEK

A. Five (5) days shall constitute a week's work, Monday through Friday. Daily hours are from eight (8) a.m. until four-thirty (4:30) p.m.

B. All other hours worked shall be paid for at the rate of double-time.

ARTICLE XIV

TEMPORARY EMPLOYEES

A. The Unions agree to make available to the School Board and the School Board agrees to use in hiring temporary employees from each union, the appropriate prevailing scales.

B. Wages and fringe benefits for all temporary employees shall be the prevailing wage for each trade, for Trenton, New Jersey, as established by the New Jersey Department of Labor and Industry Division of Wage and Hour.

C. It is agreed by and between the parties hereto, that all temporary employees in the job classifications covered by this Agreement shall be provided by and hired from the Union's signatory hereto.

D. Temporary employees shall receive the wage rate specified in the then current Collective Bargaining Agreement in force for such employees' particular trade.

E. The Board shall, for each temporary employee, pay all fringe benefit contributions specified in the then current Collective Bargaining Agreement in force for such employees' particular trade.

F. All fringe benefit contributions, including dues check-off where required, shall be forwarded by the Board to the designated agent for collection of such contributions on a monthly basis.

ARTICLE XV

MISCELLANEOUS

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect.

Memos communicating information to employees sent by the administration shall be posted on the bulletin board in the maintenance shop.



ARTICLE XVI

DURATION

This Agreement shall be effective as of July 1, 1987 and shall continue in effect until June 30, 1990, subject to the Association's right to negotiate in accordance with N.J.S.A. 34:13A-1, et seq., and as provided in Article I herein.

This Agreement shall not be extended orally.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed by their respective Presidents, attested by their respective Secretaries or Negotiations Chairperson and their seals to be placed hereon, on the            day of            , 198 .

TITLE	1-1-87	7-1-87	7-1-88	7-1-89	7-1-90
PLUMBER/F	36,497	39,052	41,395	44,086	46,952
PLUMBER/J	34,547	36,965	39,183	41,730	44,442
LABORER/F	30,262	32,380	34,323	36,554	38,930
LABORER/J	28,315	30,297	32,115	34,202	36,425
CARPENTER/F	35,131	37,590	39,845	42,435	45,193
CARPENTER/J	33,183	35,506	37,636	40,082	42,687
ELECTRICIAN/F	37,080	39,676	42,057	44,791	47,702
ELECTRICIAN/J	35,131	37,590	39,845	42,435	45,193
MASON/F	35,911	38,425	40,731	43,379	46,199
MASON/J	33,963	36,340	38,520	41,024	43,691
PAINTER/F	32,991	35,300	37,418	39,850	42,440
PAINTER/J	31,041	33,214	35,207	37,495	39,932

F=FOREMAN  
J=JOURNEYMAN

BOARD OF EDUCATION OF  
THE CITY OF TRENTON

*Josephine Ryan*

President

Attest:

TRENTON MECHANICS  
AND LABORERS

*Blair H. McDonald*

Bricklayers, Masons  
and Plasters, Local  
Union No. 6

asst *Cyril Mulloney*  
Secretary

*Thomas Canto*

United Brotherhood  
of Carpenters and  
Joiners of America,  
Local Union No. 31

*Donald J. Kennedy*  
International  
Brotherhood of  
Electrical Workers,  
Local Union No. 269

*William L. Green*  
International Hod  
Carriers and Common  
Laborers Union,  
Local Union, No. 369

Alvin B. Correll

Brotherhood of  
Painters,  
Decorators, and  
Paperhangers of  
America, Local Union  
No. 301 - District  
Council #10

Thomas F. Jensen

United Association  
of Journeymen and  
Apprentices of the  
Plumbing and  
Pipefitting  
Industry, Local  
Union No. 9

Attest:

Thomas F. Jensen

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

DEC 3 1989

RUTGERS UNIVERSITY

XX MEMORANDUM OF UNDERSTANDING

BETWEEN: TRENTON BOARD OF EDUCATION  
AND: BUILDING AND CONSTRUCTION TRADES COUNCIL  
DATED: July 6, 1988

- 1. Four year contract: 7/1/87 - 6/30/91
- 2. Salary Increase: 7/1/87: 7% paid lump sum  
7/1/88: 6%  
7/1/89: 6.5%  
7/1/90: 6.5%
- 3. Post retirement health benefits for employees with 25 years service to the District retiring at age 55 or older until eligible for Medicare.  
(Equivalent to teachers)
- 4. Dental coverage at employees' expense will be offered with payroll deduction.
- 5. Reimbursement for unused sick days - 1 for 3 - after 15 years service.
- 6. All other terms of the Agreement dated July 1, 1985 - June 30, 1987 remain in effect.

  
 \_\_\_\_\_  
 Donald J. Kennedy  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Board President

X July 1, 1987 - June 30, 1991  
APPROVED ON 7/26/88