

#492

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PREAMBLE

This Agreement entered into this 12th day of July, 1990, 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

1. 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 no later than October 1st of each calendar year. The proposal of the Union shall be submitted to the Board before the first of October of each year, and shall clearly propose changes in the current agreement and any new proposals. Items not included in the original demands which affect the budget shall not be negotiated until after a contract is agreed upon. 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.
2. Either party may request in writing an initial meeting during October for the purpose of conducting negotiations and establishing dates for future sessions. A request for a meeting when made by either party shall contain a listing of items to be included for discussion at the initial session. No more than one meeting shall be held in any week and no meeting shall be continued for more than three hours, except by mutual consent of both sides. Meetings will be held in the Board of Education office, Marlboro, New Jersey, and shall begin no later than 7:00 p.m., unless changed by mutual consent of both sides.
3. Board covenants that it will exercise all efforts to finalize the annual budget by no later than January 15th of each year.
4. The negotiating team of the Board shall consist of the Superintendent of Schools, the Assistant Superintendent of Schools and a consultant. 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.
5. Either party shall have the right to have its attorney and/or designated representative present at a negotiation session.
6. 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.
7. Items agreed upon at a negotiation session shall be signed by the chairman of each negotiating team.

ARTICLE III

UNION RIGHTS AND PRIVILEGES

1. 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.
2. 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.
3. Dues Deduction:
 - A. The Board agrees to deduct from the salary of any employee covered by this Agreement, dues and fees of the Union which the employee authorizes the Board in writing to deduct.
 - B. The Union shall certify to the Board in writing the current rate of its membership dues.
 - C. 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.
 - D. 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 fifteen (15) school days of the occurrence within the knowledge of the aggrieved of the matter to be grieved.

1. 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, to his immediate superior, and this complaint shall make known the full details of his grievance. The complaint shall specify:

- a. the nature of the grievance
- b. the nature and extent of any injury, loss or inconvenience
- c. the results of previous, informal discussions
- d. his dissatisfaction with decisions previously rendered

His immediate superior shall inform the employee of his decision within ten (10) school days of receipt of the written grievance.

2. 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 later than ten (10) school days following the decision in Step 1. The Superintendent shall communicate a decision in writing within fifteen (15) school days after receipt of the grievance.
3. If the complaint is not settled at the Superintendent level the aggrieved employee may within ten (10) school 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 within ten (10) days from the receipt thereof.

The Board shall review the grievance and may, at its option, conduct a hearing in connection with said grievance within fifteen (15) school days from the date of said hearing, or within thirty (30) school 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.

4. Grievances arising under the express terms of this contract will proceed to Advisory 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 Advisory 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 fifteen (15) school 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 Association 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 Advisory on the parties.

5. 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.

It is understood and agreed that this Advisory Arbitration section of the contract expires June 30, 1993, and the remainder of the grievance procedure will remain unchanged.

ARTICLE V

EMPLOYEE RIGHTS

1. 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.
2. 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

1. 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.
2. The parties recognize that transfers between school 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.
3. 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 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.
4. 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.
5. 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 \$700.00 per year will be added to any employee's annual salary that is assigned as Head Custodian.

Evening Shift Differential - A pay differential of \$400.00 per year will be added to any employee's annual salary that is assigned an evening shift.

Part-Time Custodians - Will be paid in accordance with part-time hourly wage in accordance with Schedule A.

Travel - Custodians who are assigned to more than one school within the work day will be paid 22¢ per mile of the distance between schools when using their own vehicle.

Retroactive Pay - Any retroactive pay due to employees after the ratification of this agreement shall be paid in full within three months after the date of ratification by both parties. Such retroactive pay shall be disbursed by checks separate from the regular pay checks.

No retroactive pay will be due to employees for any overtime or fringe benefits agreed in this Agreement prior to the ratification date by both parties.

Longevity Pay - After 10 years of full-time employment, each member of the bargaining unit shall receive an annual longevity payment of \$500.00. After 15 years of full-time employment, each member of the bargaining unit shall receive an additional \$500.00 annually, or a total of \$1,000.00 each year after 15 years. After twenty years of full-time employment, each member shall receive an additional \$500.00 annually, or a total of \$1,500.00 after twenty 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 of Schools except for regularly employed employees in programs operated cooperatively with a local high school who will follow procedures as required by the local co-operating high school.

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. Any employee holding any office, position, or employment in the school district who is steadily employed by the Board of Education or who is protected in his or her office by tenure (section 18:13-16 through 19 of the Revised Statutes) shall be allowed sick leave with full pay for a minimum of ten school days in any school year. The provision for ten school days sick leave is applicable to ten month employees. Employees under twelve 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

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 of relative shall be construed to mean: uncle, aunt, niece, nephew, brother-in-law, sister-in-law, and includes house-keeper for immediate family, if not a relative, or anyone living with immediate family.

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 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.
 - 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) if it is deemed that there is not sufficient certificated personnel to provide a thorough and efficient education on that date(s).

E. Payment of Unused Sick Leave at Retirement

1. Any employee who retires from the Monmouth County Vocational School District in accordance with the Rules and Regulations of the District and the New Jersey Public Employees Retirement System, shall be eligible to receive up to \$7,000 credit for unused sick leave for 10 month employees and \$8,400 credit for unused sick leave for 12 month employees. For every accumulated sick day left after the \$7,000 credit limit has been computed for 10 month employees and the \$8,400 credit limit has been computed for 12 month employees, the Board will pay 25% face value of every remaining sick day. Monetary credit for unused sick leave shall be based on 1/200th per day of their current contract for ten month employees and 1/260th per day of their current contract for twelve month employees.
2. Retirement, as defined above, does not include "deferred retirement."
3. If an employee has ten (10) years in the District and is fifty-five or older, this benefit will be paid to the estate in the event of death.

F. Emergency Absence

1. 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

1. Loss of full pay for each day of absence.

H. Transfer of Personal Sick Leave

1. New employees who show evidence of accumulated unused sick leave from another school district in New Jersey as specified in 18A:30-3.3 shall immediately receive credit for one half of the number of days accumulated up to twenty (20) days. Additional accumulated days will be credited at the rate of five (5) per contract year up to one half of the total amount. In no case will credit be given for more than one half of the total sick leave accumulated in other school districts.

I. Health Benefits

1. The Board shall provide employee and dependent coverage under the New Jersey Public Employee Health Benefits Plan.

J. Prescription Plan

1. The Board of Education agrees to pay 100% of the premium for each member of the Union who subscribes to the group prescription \$2.00 co-payment plan.

K. Dental Plan

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

L. Vacation: Head Custodians and Custodians (excluding part-time custodians)

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

These regulations shall apply to all full time, 12 month custodial personnel with less than 10 years of service and as of July 1, 1991, less than 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
3 - 11 months	1 day per full month after 3 months employment
12 months	2 weeks

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

Beginning July 1, 1991, all full time employees who have been continuously employed by the Monmouth County Vocational School Board of Education for a period of eight years or more will be given 15 days of vacation per year.

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

This regulation shall apply to annual paid leave for vacation purposes for all full time, 12 month custodial staff with 10 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.

- M. If and when any additional or supplemental fringe benefits involving medical-surgical, hospital, major-medical or dental benefits are made available to 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

Full Time Employees: Head Custodians and Custodians

1. The hours shall be 40 hours per week with a 1/2 hour unpaid lunch.
2. For time worked beyond 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.
3. Any custodian called in for duty shall work a minimum of 2 1/2 hours and be paid at 1 1/2 times the computed hourly rate based on the annual salary.
4. The employees will follow the twelve month calendar adopted by the Board of Education.
5. Any custodian required to work on a legal New Jersey holiday will receive 2 times the computed hourly rate based on the annual salary.
6. The work schedule of custodians will not be altered in the event of emergency closing of individual schools or the District as a whole.
7. 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 1st to the following June 30th, for 12 month employees; or September 1st to the following June 30th, for 10 month employees) 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 1st (12 month employees) or November 1st (10 month employees) 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 with Section 2 below, the full amount of the representation fee and promptly will 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: (a) ten days after receipt of the aforesaid list by the Board of Education; or (b) thirty days after the employee begins his or her regular and temporary employment over 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 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten 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 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 Unions 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

Copies of this Agreement shall be duplicated at the expense of the Board after Agreement with the Union on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereinafter employed, or considered for employment by the Board.

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 telegram or registered letter at the following addresses:

1. If by Union, to Board at

Monmouth County Vocational School District
P.O. Box 191
2 Bucks Lane
Marlboro, New Jersey 07746

2. If by Board, to Union at

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

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993. 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:

Betty A. Perro
Betty A. Perro, Secretary

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

By: Sidney B. Johnson
Sidney B. Johnson, President

ATTEST:

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

By: Thomas P. Giblin
Thomas P. Giblin, President

By: Vincent J. Giblin
Vincent J. Giblin, Business Manager

By: Clarence G. Reed
Clarence G. Reed, Recording Secretary

Steven McGuire
Steven McGuire, Business Representative

MONMOUTH COUNTY VOCATIONAL SCHOOL DISTRICT

SCHEDULE A
Custodians Salary Guide: 12 Months

	<u>89-90</u>	<u>90-91</u>	<u>91-92</u>	<u>92-93</u>	<u>3 Yrs.</u>
1.	17,970.	19,500.	21,400.	23,000.	---
2.	18,470.	20,000.	21,900.	23,700.	---
3.	18,970.	20,500.	22,400.	24,300.	---
4.	19,470.	21,000.	22,900.	24,800.	6,830.
5.	19,960.	21,500.	23,500.	25,300.	6,830.
6.	20,450.	22,000.	23,900.	26,100.	7,130.
7.	20,940.	22,700.	24,400.	26,500.	7,030.
8.	21,450.	23,200.	25,200.	27,000.	7,040.
9.	21,970.	24,300.	25,700.	28,000.	7,550.
10.	23,200.	25,500.	27,000.	28,500.	7,560. 7,000.
11.	24,500.	26,300.	28,300.	30,500.	6,000.

Part-time Rates

1990-91 - \$ 9.00

1991-92 - \$ 9.50

1992-93 - \$10.00