

AGREEMENT

Between

**MERCER COUNTY and VICINITY BUILDING
AND CONSTRUCTION TRADES COUNCIL
(MECHANICS AND LABORERS)**

And

TRENTON BOARD OF EDUCATION

*** * * * ***

July 1, 2008 - June 30, 2011

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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 #31; International Union of Painters & Allied Trades, AFL-CIO, District Council 711; The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local Union #9; the International Hod Carriers and Common Laborers Union, Southern District Council, Local Union #595; the International Brotherhood of Electrical Workers Local Union #269; and the Bricklayers and Allied Craft Workers Local Union #5, shall commence and be in effect from the first day of **July, 2008** until the thirtieth day of **June, 2011**.

ARTICLE I **NEGOTIATIONS PROCEDURES**

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 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 as set forth by the Union Hall. 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 the Agreement, it will notify the Union Representative who is employed by the Board. The respective Union(s) shall refer to the Board, on a non-discriminatory basis, qualified applicants for employment. 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
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Floating Holidays (2)

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

C. If members of the negotiations unit work a holiday, on which school is in session, said member shall receive a personal day. If members request to use a personal day is denied, he or she shall receive 8 hours pay.

ARTICLE VI
LEAVE POLICIES

A. Sick Leave

1. Employees shall be allowed **twelve (12)** days sick leave per year with full pay **earned at a rate of one per month**. All permanent full-time 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 per sick leave for each remaining month of annual contract period.

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

3. Employee taking short term sick leave - three (3) consecutive days or more shall, immediately upon return to work, present to the Executive Administrator of Buildings and 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 and Others

Five (5) successive calendar days, with full pay, shall be allowed for death in the immediate family and one (1) day off, per year, for others. The family shall be understood to include: wife, husband, father, mother, child, brother, sister, or other relative who at the time of death is a member of the same household.

D. 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 Administrator of Buildings and Grounds, one (1) day in advance. All requests shall be subject to prior approval of the Executive Administrator of Buildings and Grounds.

E. 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.

F. Jury Duty

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

G. Furlough

Leave of absence, with loss of pay, may be granted by the Board of Education for a period of up to twelve (12) months.

H. 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.

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 years 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 Blue Cross/Blue Shield.
3. Family coverage under the Blue Cross Prescription Drug Plan. Effective upon ratification employees will co-pay \$5.00 for generic and \$10.00 for name brand prescriptions.

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 (14/10 Series) including Rider J and Medi-Group, Unlimited Major Medical coverage with Blue Cross/Blue Shield with expenses in excess of \$2,500.00 submitted to Major Medical paid at the rate of 100%, until eligible for Medicare.

5. Employees shall have the option to enroll in the Aetna (formerly Healthways) Plan, in lieu of coverages described above, provided that there shall be no additional cost to the Board for such enrollment and that any premium cost beyond what the premium cost would be for enrollment under the above-described coverages will be borne by the employee through payroll deduction plan.

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 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 employee's expense, and the Board will cooperate arranging payment through payroll deductions.

D. The Trenton Board of Education hereby agrees to maintain existing health benefits for all employees. At such time as the Trenton Board of Education chooses to and has the legal ability to enter the State Health Benefits Plan, the Bargaining Unit covered herein agrees that all employees shall be covered by the State Health Benefits Plan pursuant to the terms of that Plan.

E. Effective upon ratification, Board pays cost of vision.

F. Effective upon ratification, Board shall also provide dental coverage at

Eastern Dental plan level and provide employee other option to buy up to Delta Dental through payroll deduction.

ARTICLE IX
RETIREMENT

A. Employees shall be entitled to membership in the Public Employees' 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 fifteen (15) or more years of service, shall be paid the sum of one third (1/3) of his/her accumulated sick days times his/her per diem salary. The maximum amount payable shall be fifteen thousand dollars (\$15,000.00).

ARTICLE X
SUBSTITUTION FOR FOREMAN

Employees temporarily assigned as foreman for more than five (5) consecutive work days shall be entitled to pay at the appropriate step on the foreman'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 in subsection B of this Article, shall be as follows:

$$\text{10 month employee} \quad \frac{\text{Annual Salary} \times (.5)}{200} = \text{deduction}$$

$$\text{12 month employee} \quad \frac{\text{Annual Salary} \times (.5)}{240} = \text{deduction}$$

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:

Up to 1 Year	1 Day per Month
After Completion 1 year & up to Completion of 5 th year on Anniversary date (which is the date of hire)	12 Days
After Completion 5 th year & up to Completion of 15 th year on Anniversary date (which is the date of hire)	15 Days
After 15 Years	20 Days

Newly hired employees shall earn one (1) vacation day per month for a maximum of 10 vacation days during the first school year of employment.

B. Vacations 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 Administrator of

Buildings & Grounds. Under no circumstances shall any accumulation be carried beyond 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 (8-1/2 including a thirty (30) minute lunch) shall be scheduled between the hours of seven (7:00) a.m. and four-thirty (4:30) p.m. Workers shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours worked.

B. When the Board elects to have multiple shifts of a least three (3) days duration:

1. Daily hours (8-1/2 including a thirty (30) minute lunch) for the first shift (day shift) shall be scheduled between the hours of seven (7:00) a.m. and four-thirty(4:30) p.m. Workers on the day shift shall receive eight (8) hours pay at the regular hour rate for eight (8) hours worked.

2. Daily hours (8-1/2 including a thirty (30) minute lunch) for the second shift (swing shift) shall be scheduled between the hours of three-thirty (3:30) p.m. and one (1:00) a.m. Workers on the swing shift shall receive eight (8) hours pay at the regular hour rate for eight (8) hours worked plus ten percent (10%).

3. Daily hours (8-1/2 including a thirty (30) minute lunch) for the third shift (graveyard shift) shall be scheduled between the hours of eleven-thirty (11:30) p.m. and eight-thirty (8:30) a.m. Workers on the day shift shall receive eight (8) hours pay at the regular hour rate for eight (8) hours worked plus ten percent (10%).

C. Voluntary assignment to the second or third shifts shall be done in the order of seniority, provided the employee is qualified for the job. Involuntary assignment to the second or third shifts shall be done in the inverse order of seniority, provided that the employee is qualified for the job. Notwithstanding the foregoing, any Union may provide that the Board adopt a different rotation schedule for assignments for the craft which such Union represents, and that rotation schedule will be implemented if the Board agrees to do so.

D. There shall be no pyramiding of overtime rates and the applicable overtime rate of one and one-half or double times the straight rate shall be the maximum compensation for any hours worked.

E. Overtime, on weekdays and Saturdays shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. Double-time on Sundays, holidays and on weekdays and Saturdays if an employee who has already returned home is called back. Overtime is defined as time worked beyond the scheduled daily hours.

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 benefits contributions specified in the then current Collective Bargaining Agreement in force for such employees' particular trade.

F. All fringe benefits 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 **GRIEVANCE PROCEDURE**

A. Definitions

1. A Grievance is a claim by an employee or the MBCBTC, based upon the interpretation, operation, application or performance of the terms of this Agreement, policy and administrative decision, or relating to wages, hours, conditions of employment or any complaint, controversy, dispute or grievance involving a claimed breach of any of the terms or conditions of this Agreement, shall be handled in the following manner:

2. An "aggrieved person" is the person(s) or the MBCBTC making the claim.

3. A "party of interest" is the person(s) making the claim and any person including MBCBTC or the Board, who might be required to take action or against whom

action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem which may from time to time arise affecting terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

(1). Level One – Immediate Supervisor

An employee with a grievance shall first discuss it with the principal or immediate supervisor, and the MBCBT designated representative, with the objective of resolving the matter informally. This discussion will be identified as an informal grievance and the date noted and initialed by the parties. A decision shall be rendered within five (5) work days.

(2). Level Two – Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing with the MBCBTC within five (5) work days after the decision at Level One or ten (10) work days after the grievance is presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the MBCBTC shall refer it to the Superintendent of Schools, or his/her designee. A decision shall be rendered within ten (10) working days.

(3). Level Three – Board level

a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered by the Superintendent within ten (10) work days after the grievance was filed with the Superintendent, he/she may request the MBCBTC to appeal the grievance to the Board. The MBCBTC may take the appeal by notifying the Superintendent, or his/her designee in writing. If the MBCTBC determines the grievance is meritorious.

b. The Board or designated hearing officers will review the grievance with the grievant and MBCBTC representatives present solely for the purpose of reviewing the accuracy of the facts presented. The hearing officer shall hold such hearing within thirty (30) work days from the submission of the appeal from Level Two and present a written recommendation to the Board within fifteen (15) work days from the date of the hearing. Any evidence not presented at the previous level must be presented to other party five (5) days prior to the Level III hearing.

c. The Board shall render a written decision on the grievance within twenty (20) work days after the recommendation of the hearing officer is presented to the Board and a copy of each decision shall be immediately forwarded to the MBCBTC which shall notify the grievant.

d. The Board shall not be required to hold a special meeting to comply with times specified in Level Three (a, b, c) provided that not more than forty (40) work days shall elapse between the filing of the grievance at Level Three and the Board's decision.

D. Level Four – Arbitration

(1). If the aggrieved person is not satisfied with the disposition of this grievance at Level Three, or if no decision has been rendered within forty (40) work days after the grievance was delivered to the Board, he/she may, within ten (10) work days after the written decision by the Board or forty (40) work days after the grievance was delivered to the Board whichever is sooner, request in writing that the MBCTBC submit the grievance to arbitration. If the MBCBTC determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person and the Board shall be so notified.

(2). The parties shall then be bound by the rules and procedures of the New Jersey State Board of Mediation or Public Employment Relations Commission in the

selection of an arbitrator.

(3). The Arbitrator so selected shall confer with the representatives of the Board and the MBCBTC and hold hearings promptly and shall issue his/her decision normally not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the MBCBTC and shall be final and binding on the parties. The arbitrator shall be limited to the issue(s) submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subject anything from, the Agreement between the parties.

(4). The costs for the services of the arbitrator, including per diem expenses, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the MBCBTC. Any other expense incurred shall be paid by the party incurring same.

E. Time Limit

Any grievance must be filed within thirty (30) days of the time the aggrieved party knew or should have known of the alleged grievance.

ARTICLE XVII **PAYCHECKS**

Equal paychecks shall be issued and delivered to members of the Association on the 15th and last day of the month.

ARTICLE XVIII
PROBATION PERIOD

A. Any new employee shall be considered probationary for **ninety (90) days** from date of hire. At the completion of his/her probationary period, the employee's seniority shall be computed back to his/her original date of hire.

B. During the probationary period an employee may be discharged or disciplined by the Board for just cause without recourse by the Union.

C. The Board and the Union, by mutual consent, may extend in any given case, the probationary period, which in no event shall exceed thirty (30) additional calendar days.

D. Probationary employees shall be allowed all rights under the terms and conditions of this Agreement, except as set forth above. All probationary employees of the appropriate job title will start at the minimum salary based upon the salary guide in effect.

ARTICLE XIX
UNIFORMS

If the Board requires an employee to wear a uniform including special shoes, the Board shall provide the uniform at the Board's expense.

ARTICLE XX
DISCIPLINE PROCEDURES

A. Any new employee shall be considered probationary for 90 days from date of hire. At the completion of his/her probationary period, the employee's seniority shall be computed back to his/her original date of hire.

B(1). Dismissal and Discipline Procedure

For any action that does not call for immediate dismissal the following will be the procedure:

(a) 1st Offense – Written warning with written notification to the Association.

(b) 2nd Offense – Administrative suspension up to five (5) days without pay with notification to the Association with a copy to the employee's personnel file.

(c) 3rd Offense – May be an administrative recommendation of increment withholding to the Board with notification to the Association with copy to employee's personnel file.

(d) 4th Offense – May be an administrative recommendation of dismissal of the Board with notification to the Association with copy to employee's personnel file.

All disciplinary matters are subject to the Grievance Procedure should be included as a separate Section C set forth in:

B(2) (a) The procedure outlined above shall apply to separate categories of offenses per year. However, if the matter involves an allegation of criminal activity or affects the health, safety or welfare of student(s) or another employee(s), it shall proceed immediately to the procedure set forth for the 3rd or 4th offense, as set forth in paragraph B(1)(c) or (d), above, at the discretion of the Executive Director of Buildings and Grounds.

(b) Such matters involving allegations of criminal activity or which effect the health, safety and welfare of students or other

employee(s), shall include, but are not limited to the following: possession, use or distribution of controlled dangerous substance; child molestation; incidents involving alcohol, fighting (physical altercations) stealing, falsification of reports/timesheets/etc., which occur either at worksite or during the work day.

B(3). Notwithstanding that generally speaking a determination as to whether an offense is a 1st, 2nd, etc. offense applies to incidents involving similar offense in a prior school year when determining what level of disciplinary action to take, as set forth in paragraph B(1) above.

C(1). All disciplinary matters are subject to the grievance procedure set forth in Article XVI of this contract, including binding arbitration. However, if any employee has acquired tenure, any reduction in salary or dismissal shall be done in accordance with tenure procedures set forth in the Education Law, instead of binding arbitration.

C(2). Any appeal from the imposition of discipline for the first or second offense as set forth in B(1)(a) or (b) of this Article shall commence at Level 2 of the grievance procedure set forth in Article III of this contract. Any challenge to a recommendation of discipline as a 3rd or 4th offense as set forth in B(1)(c) or (d) of this Article shall commence at the Board of Education level as set forth in Level 3 of the grievance procedure in Article XVI of this contract.

SCHEDULE "A"

SALARY GUIDE

<u>TITLE</u>	7/1/2008	7/1/2009	7/1/2010
PLUMBER/F	79,885	79,885	81,483
PLUMBER/J	75,613	75,613	77,125
LABORER/F	66,234	66,234	67,559
LABORER/J	61,972	61,972	63,211
CARPENTER/F	76,890	76,890	78,428
CARPENTER/J	72,627	72,627	74,080
ELECTRICIAN/F	81,159	81,159	82,782
ELECTRICIAN/J	76,890	76,890	78,428
MASON/F	78,603	78,603	80,175
MASON/J	74,335	74,335	75,822
PAINTER/F	72,207	72,207	73,651
PAINTER/J	67,940	67,940	69,299

F = FOREMAN

J = JOURNEYMAN

0% INCREASE FOR THE 2008-2009 YEAR

0% INCREASE FOR THE 2009-2010 YEAR

2% INCREASE FOR THE 2010-2011 YEAR

SCHEDULE "B"
Negotiated Sidebar Agreement

The Unions agree and acknowledge that the Board has established an Affirmative Action Plan, and that they will refer a sufficient number of qualified minority applicants so as to reasonably permit the Board, over time, to meet its long-term Affirmative Action goals for the skilled mechanics component of its maintenance workforce. In the event a Union does not refer a sufficient number of qualified minority applicants for the Board's consideration, the Board shall have the right to request the referral of minority applicants. Such request(s) shall be honored by the respective Union(s). A committee will be established, consisting of union members, administration and Board members, to create opportunities for students in Trenton Public Schools to become apprentices in the Local Union.

SCHEDULE "C"
Negotiated Sidebar Agreement

The Executive Administrator of Buildings and Grounds shall dispatch a mechanic of the appropriate trade to a building where an outside contractor is working, for a sufficient amount of time to observe the work to be performed.

BOARD OF EDUCATION OF THE
CITY OF TRENTON

TRENTON MECHANICS AND LABORERS

By: _____
Executive Director of Human Resources/
Negotiations/Legal Affairs

By: _____
President/Building Trades Council

By: _____
Board President

By: _____
U.B. of C. and J. of A. Carpenters Local Union No.31

By: _____
Int'l Union of Painters/Allied Trades D.C.

By: _____
United Association of Journeyman and App.
Plumbing and Pipefitting Industry
Local Union #9

By: _____
International Hod Carriers and Common Laborers
Union, Southern District Council
Local Union #595

By: _____
International Brotherhood of Electrical Workers
Local Union #269

By: _____
Bricklayers and Allied Crafts Workers
Local Union #5

Date: _____

Date: _____