

AGREEMENT

between

MONROE TOWNSHIP BOARD OF EDUCATION

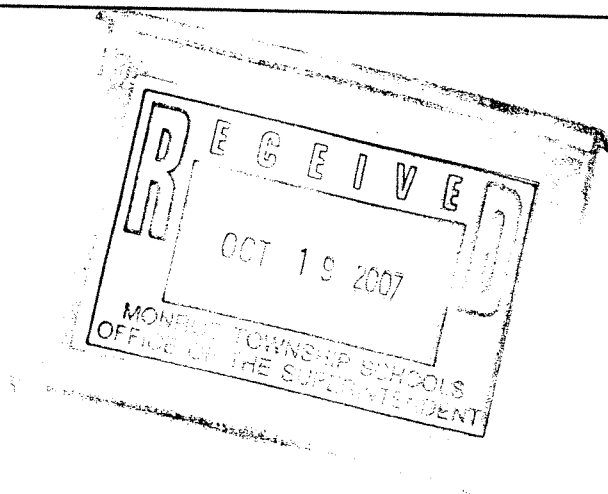
and

LOCAL NO. 11, affiliated with  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

---

July 1, 2007 through June 30, 2011

---



## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	RECOGNITION	3
2	PROBATIONARY PERIOD	3
3	UNION SECURITY & REPRESENTATION FEE	3
	UNION SECURITY	3
	REPRESENTATION FEE	4/5
4	CHECK-OFF	5
5	GRIEVANCE PROCEDURE & ARBITRATION	6
6	SENIORITY	6
7	FORCE REDUCTION	7
8	JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS	7/8
9	HOURS OF WORK & OVERTIME	8
10	HOLIDAYS	9
11	VACATIONS	9/10
12	LEAVES	10/11
	SICK LEAVE	10/11
	PERSONAL LEAVE	11
	BEREAVEMENT LEAVE	11
13	ABSENCE FOR COURT APPEARANCE OR JURY DUTY	11
14	INSURANCE PROTECTION	12
15	UNIFORM/SHOE ALLOWANCE	12
16	SHOP STEWARD	13
17	PAY PERIOD	13
18	SNOW DAYS AND SCHOOL CLOSINGS	13
19	SUMMER WORK/WINTER & SPRING RECESS	14
20	MISCELLANEOUS PROVISIONS	14
21	DISCHARGE	14
22	VETERANS RIGHTS AND BENEFITS	15
23	EDUCATIONAL FUND	15
24	NEW ARTICLE MANAGEMENT'S RIGHTS CLAUSE	15
25	DURATION OF AGREEMENT	16
	MONETARY & BENEFITS	17
	CONTRACT DURATION	17
	BASIC HOURLY RATE INCREASES	17
	PREMIUM PAY	17
	SHIFT PREMIUM	17
	BOILERS LICENSE	17
	LONGEVITY	17
	JOURNEYMAN PREMIUM	17

THIS AGREEMENT made this 1<sup>st</sup> day of July, 2007, by and between MONROE TOWNSHIP BOARD OF EDUCATION, with its facilities located in Middlesex County, New Jersey, party of the first part, hereinafter referred to as the "EMPLOYER", and LOCAL UNION NO. 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, with its principal place of business at 830 Belmont Avenue, North Haledon, New Jersey, party of the second part, hereinafter referred to as the "UNION", for and on behalf of those designated employees named in Article 1, Recognition.

**ARTICLE 1. RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all custodians and maintenance and grounds employees and excluding supervisory personnel as defined in Chapter 123 of the Laws of 1974 as amended. The Union shall provide the Board with a current copy of the "Laws of 1974 (amended) Chapter 123" for file and review.

**ARTICLE 2. PROBATIONARY PERIOD**

The first forty-five (45) calendar days of employment for all new employees will be considered a probationary period. A 45-day extension (total 90 days) of the probationary period shall be granted upon notice to the Shop Steward. Employees hired during the summer will have their probationary period start at the date of Board appointment and continue for forty-five (45) days after the start of school.

During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

When designated by the employer on new job postings, newly hired employees will be required to enroll in a Black Seal license program within 6 months of appointment by the Board of Education.

**ARTICLE 3. UNION SECURITY AND REPRESENTATION FEE**

**UNION SECURITY**

The Board agrees it will give effect to the following form of Union Security:

It is agreed that at the time of hiring, the Board will inform newly hired employees, who fall within the bargaining unit, that they may join the Union.

## ARTICLE 3. UNION SECURITY AND REPRESENTATION FEE – (continued)

### REPRESENTATION FEE

A. This Article shall become effective as of the date hereof.

B. If any regular full-time employee or part-time employee working at least four (4) hours per day does not become a member of the Union during any membership year (from July 1 to the following June 30) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

C. Prior to the beginning of each membership year, the Union will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

D. (1) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Board a list of those employees who have not become members of the Union for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(2) The Board 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. Within 60 days after receipt of the aforesaid list by the Board, or

b. 60 days after the employee begins his or her regular full-time employment in a bargaining unit position, unless the employee previously served in a regular full-time bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's regular full-time employment in a bargaining unit position, whichever is later.

(3) 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, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(4) The Union will notify the Board, in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than 60 days after the Board received said notice.

### **ARTICLE 3. UNION SECURITY AND REPRESENTATION FEE – (continued)**

(5) Whenever a new employee begins their employment in the bargaining unit, the Shop Steward will be copied on correspondence from the Superintendent of Schools, which confirms the new employee's, name, job title, date of employment and salary.

(6) The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5.5 (c) and 5.6, and membership in the Union shall be available to all employees in the Union on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Board shall immediately cease making said deductions.

(7) The Union shall make a copy of the demand and return system and revisions available to the Board.

(8) The Union shall indemnify, defend and save the Board harmless from any claims raised against it by an employee as a result of fulfilling its obligations under this Article, including paying actual attorneys fees. Teamsters shall provide the Board of Education with a Certificate of Insurance for each year of the contract listing the Board as additionally Named Insured.

### **ARTICLE 4. CHECK-OFF**

The Employer, after receipt of written authorization from an employee, shall deduct the dues from such employee's paycheck due to him/her on the first payday of each month, and shall transmit said monies to the Secretary-Treasurer of the Union. Any such employee who does not receive a paycheck on the first payday of the month shall have his/her dues deducted from the first paycheck received in the month. Dues not deducted for the current month shall be deducted from the last paycheck of such employee when he/she leaves the employ of the Employer or is discharged. If no dues are deducted for the current month, a double deduction shall be made the following month in order to bring such member up to date. The Employer agrees to forward the full name and address (or application obtained from the Shop Steward) for all new employees who become union members and for whom initiation fee is deducted. The Employer further agrees to notify the Union when any employee is discharged, granted leave of absence, leaves the employ of the Employer for any reason whatsoever, is absent due to illness or injury for a period exceeding thirty (30) days. The Employer shall deduct the initiation fee plus one month's dues no later than thirty (30) days after authorization and notice from a new employee that said employee has become a Union member.

In making the deductions and transmittals as specified above, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues, and the proper amount of initiation fee and any back dues owed by the members.

The total amount deducted shall be paid to the Local Union within ten (10) working days after the end of each month.

## **ARTICLE 5. GRIEVANCE PROCEDURE AND ARBITRATION**

Any difference or dispute between the Board and employees relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall thereafter be referred to as a "grievance."

**STEP 1.** The grievance shall be taken up initially orally between the employee, Shop Steward, and the Custodial and Maintenance Supervisor and/or Night Shift Supervisor no later than five (5) working days after its occurrence. No grievance shall reach Step 2 without involvement of the aforementioned individuals for Step 1.

**STEP 2.** If the employee feels no satisfactory settlement is reached during the Step 1 conference, then such grievance shall be reduced to writing and the general Shop Steward shall serve same upon the Business Administrator and Director of Facilities with copies to the Custodial Maintenance Supervisor and Night Shift Supervisor no later than five (5) working days following the meeting as set out in Step 1. No later than five (5) working days after confirmed receipt of the written grievance, the employer shall issue a written response to the employee and the representative of the Union.

**STEP 3.** In the event the employee feels that the grievance is not satisfactorily settled by the written decision in Step 2, thereafter both parties agree that within ten (10) calendar days either party may request the New Jersey State Mediation Board to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

The cost of arbitration, if any, shall be shared equally by the Board and the Union.

Only disputes arising out of the interpretation of Articles of this Agreement, unless otherwise specified, shall be subject to arbitration.

The arbitrator shall issue his decision no later than thirty (30) calendar days from the date of the closing of the hearing or, if oral hearings have been waived, then from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to add to, subtract from, or modify this Agreement.

The time limits herein provided for may be extended by mutual agreement.

## **ARTICLE 6. SENIORITY**

The Employer shall establish and maintain the seniority list of employees. The list will include names of employees and will be based on contract days.

**ARTICLE 7. FORCE REDUCTION**

The Employer agrees that it will not reduce the hours of present employees in order to hire additional employees.

In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer within the job occupation involved. The employee with the least seniority shall be laid off first, and, in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired. Employees moving to a higher grade position shall maintain their seniority credit in the lower position.

The Shop Steward and the employees involved in any such lay-offs shall receive thirty (30) days notice prior to any lay-offs.

Seniority shall cease under the following conditions:

- a. Resignation or termination for cause.
- b. Failure to report for work or recall after lay-off. Recall shall be made by registered mail to the last known address in the files of the Monroe Township Board of Education. Failure to respond within eight (8) days shall be deemed to be a resignation.
- b. Lay-off for a period of one (1) year.

**ARTICLE 8. JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS**

If additional permanent positions are created within the unit subject to this Agreement, or if a vacancy occurs in a higher-rated position, present employees, who apply, shall be eligible for consideration. If two or more employees, determined equally qualified by the Board, apply for such position, seniority shall be determining factor in the selection of employees to fill such position.

The Board agrees to post a notice of such new job, vacancy, or promotion on the bulletin boards of each building for a period of five (5) working days. Such notice shall contain a general description of the job, and when the job will be available. When circumstances permit, all job vacancies will be posted within 30 days after the vacancy occurs.

In the event an employee covered under this Agreement is selected to fill such position, the employee shall be notified, in writing, by the Board within five (5) days.

In the acceptance of a new job or position, the employee shall suffer no loss of seniority and benefits while in another position while an employee for the Board. Promotions or new jobs shall not be interpreted as a break in service and shall be considered along with consecutive experience in previous similar hourly positions. Decisions made regarding promotions shall not be subject to arbitration.

**ARTICLE 8. JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS – (continued)**

The Board of Education shall have the right to adjust any employee's position in terms of title, responsibility and compensation without being subject to the above procedures. Any such adjustments will be discussed with the Shop Steward prior to such changes taking effect. All employees will receive a job description for their particular position.

**ARTICLE 9. HOURS OF WORK AND OVERTIME**

The scheduled work week shall consist of forty (40) hours, and shall be comprised of five (5) consecutive days, Monday to Friday, eight (8) hours per day for Head Building Custodians and full-time employees. Five (5) consecutive working days other than Monday through Friday may apply to high school positions. In such appointments, current employees shall be given the first opportunity to apply. All overtime work must be authorized by either the Director of Facilities, Maintenance Custodial Supervisor, or Night Shift Supervisor. Hours of work shall be established based on the needs of each individual building by the Director of Facilities and disseminated to all employees prior to September 1 of each year.

Any work performed beyond the forty (40) hour work week shall be considered overtime and compensated for at one and one half (1 ½) times the regular hourly rate. However, 40 hours must be hours worked before overtime (1 ½) is paid. The 40 hours worked may not consist of any vacation days during the school calendar year or unexcused absences at any time.

Any work performed on Saturdays shall be considered overtime and compensated at one and one half (1 ½) times the regular hourly rate.

Any work performed on a Sunday shall be compensated at two (2x) times the regular hourly rate. All overtime work must be authorized by the Director of Facilities or building principal.

Overtime will be distributed as equitably as possible with seniority and job skills being given a priority consideration.

If adequate notice is provided, additional hours of work will be offered to regular employees assigned to the building where the overtime is available and to multi-site workers such as maintenance who have identified their availability, before substitutes are called in. Any employee who works in a higher classification for five (5) consecutive days or more shall be paid at the higher classification rate.

Call back time for emergency response will be paid at the rate of 1 ½ time for all hours worked but not less than 2 hours. Starting your shift early or extending a shift to work late does not constitute call back time.

Lateness – Employees shall be docked on a quarter-hour basis. Employees reporting for work on their assigned hour start time, between 8 minutes passed and 15 minutes passed the hour, will be docked one-quarter hour. Employees reporting later than 15 minutes passed will be docked up to the end of the quarter-hour in which they report. Therefore, such employees arriving late shall start to work on the quarter-hour after arrival.



## **ARTICLE 10. HOLIDAYS**

The Board agrees to grant to all employees fourteen (14) holidays per year as determined by the Board. Although no work is performed on such days, employees will receive a normal day's contractual pay.

The Board Secretary/Business Administrator will provide the Chief Steward and all members of the Facilities Department with a holiday schedule after it has been established.

Any employee who works on any of the granted holidays shall be paid for such work at two (2) times the employee's regular hourly rate.

If a holiday falls on a Saturday or Sunday, the employee will be given a compensation day or will be paid.

If a holiday falls within the vacation period of an employee, he shall receive pay for same or an additional day of vacation.

## **ARTICLE 11. VACATIONS**

The Board agrees to grant to all employees in the bargaining unit paid vacations in accordance with the following schedule:

- a. Pro-rated for less than one (1) year.
- b. Two (2) weeks after one (1) year.
- c. Three (3) weeks after five (5) years.
- d. Seventeen days (17) after sixteen (16) years.
- e. Nineteen (19) days seventeen (17) years.
- f. Twenty (20) days after eighteen (18) years.
- g. One (1) day per year as additional vacation after twenty-five (25) years of service up to a maximum of 25 days. However, these days may be scheduled completely at the discretion of the Board. In such cases, the employee shall be notified of the schedule at least two (2) weeks in advance of the designated day(s).
- h. For the purpose of movement on the Salary Guide, vacation and longevity benefits, February 1 will serve as the official cut off date. Conditional upon satisfactory performance, employment before that date will trigger automatic advancement. No vacation time shall be taken in September or June while school is in session.

Vacations are to be taken within the year following the year in which they were earned. Vacations can neither be accumulated nor held back beyond that year.

## ARTICLE 11. VACATIONS – (continued)

The employer will issue a summer calendar (typically in April) prior to the end of the school year, upon which all employees must enter their requested vacation leave time for the summer period when school is not in session. The employer reserves the right to deny vacation leave for requested periods, if due to excessive staff absenteeism; the employer believes that it would not be in the best interest of the school system to operate with a limited work force. The decision as to which employee will be granted leave will be determined by the employer, and be based upon overall seniority and will be handled on a building by building basis. Overall seniority refers to seniority of an employee working in the Monroe Township School District and is not based upon years of service at a particular building. If an employee has vacation time available which they request to be taken at a time other than the school summer break period, all requests for said leave must be made in writing on the District Request For Leave Form and submitted to either the Custodial Maintenance Supervisor or Night Shift Supervisor for review and approval 48 hours in advance of the requested period of leave.

The Board agrees that in the event an employee leaves the employ of the Employer, the employee shall be compensated for any accrued vacation time that may be due such employee in accordance with the above schedule.

## ARTICLE 12. LEAVES

### SICK LEAVE

- a. All employees shall receive one (1) sick day per month with full pay according to contract period. Unused sick leave shall be accumulative.
- b. In the event of absence for illness in excess of four (4) consecutive work days, the employer may request a letter from a physician confirming their absence.
- c. Accumulated Leave

When an employee has completed five (5) or more years of employment in Monroe Township Schools and leaves for any reason, except termination for just cause, he/she shall receive a lump sum payment based on the following formula:

$$(1/4 \times SL) \times (1/250 \times CS)$$

SL - Unused accumulated sick leave

CS - Last annual contractual salary under which employed

The above provision applies only to personnel employed prior to September 1, 1981. For personnel employed after September 1, 1981, the sick leave payment shall be limited to no more than \$1,800.00 in 2007/2008; \$2,000.00 in 2008/2009; \$2,200.00 in 2009/2010; \$2,400.00 in 2010/2011.

## **ARTICLE 12. LEAVES – (continued)**

- d. In case of illness to husband, wife, domestic partner, child or parent up to 3 days of prior year's accumulated sick leave may be used for the purpose of caring for the sick family member

### **PERSONAL LEAVE**

- a. All employees shall receive three (3) personal days leave with full pay in any school year. Unused days shall accumulate as sick leave days.
- b. Application For Leave should be in writing to either the Maintenance Custodial Supervisor or Night Shift Supervisor at least 48 hours in advance of the date desired. The extension of a holiday or vacation shall not in itself constitute a sufficient reason for granting of personal leave. If the Maintenance Custodial Supervisor and/or Night Shift Supervisor does not approve the Request for Leave, the employee may appeal to the Director of Facilities.

### **BEREAVEMENT LEAVE**

Up to five (5) days at any one time in the event of a death of an employee's spouse, child, step child, parent, brother, sister, parent-in-law or domestic partner.

Up to two (2) days to be at any one time in the event of death of an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandparent.

Additional bereavement leaves may be granted at the discretion of the Superintendent. Employer may request documentation to confirm leave.

## **ARTICLE 13. ABSENCE FOR COURT APPEARANCE OR JURY DUTY**

Absence from work by reason of a subpoena or summons issued by any Court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Board Secretary's office and the court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of his personal Workmen's Compensation claim. Such absences shall be without pay.

Should an employee be a party to a suit, absence from work in that connection shall either be without pay or personal or vacation time may be applied to the absence.

Should an employee be required to serve on jury duty, the Board Secretary shall be notified, in writing, and said employee shall receive his/her regular pay for up to ten (10) working days. For any working days beyond the first ten (10), said employee shall suffer no loss of pay or time while serving; that is, the employee will receive from the Board the difference between jury duty pay and the employee's regular pay.

**ARTICLE 14. INSURANCE PROTECTION**

The Board of Education shall provide health care benefits that are identical to those benefits and conditions provided to the Monroe Township Education Association for the duration of this contract. The Board of Education will provide payroll deduction services only for employees who enroll in an approved disability insurance program proposed by the Teamsters. Cost of the policy to be borne entirely by the individual.

**ARTICLE 15. UNIFORM/SHOE ALLOWANCE**

- a. 1. Full Time Employees – 10 button shirts (employee may select long or short sleeve), 2 sweatshirts, 5 T-shirts and 5 pairs of pants.
- 2. Part Time Employees (4 hrs. or less) –3 button shirts (employee may select long or short sleeve), 3 T-shirts, and 3 pairs of pants.

Smocks will be an acceptable substitute for button down shirts. Furthermore, alternate fabric will be used for T-shirts where requested.

- 3. All Facilities Department Staff:            One (1) Winter Jacket during four-year term of contract. Jackets to be Carheart brand or equal when requested
  
- b. Full Time/Part Time Employee Work Safety Shoe Allowance: \$125.00 allowance per contract year at a shoe vendor that meets the district's purchasing criteria and can accommodate one single P.O. for all purchases. Employees are responsible for visiting the shoe vendor on their own time to purchase their work safety shoes.
  
- c. The Board of Education will supply foul weather gear when necessary.
  
- d. Employees shall qualify for uniform allowance after they have successfully completed the probationary period. Employees shall be required to be attired in a complete uniform at all times during working hours. A complete uniform consists of the following: Work pants, work safety shoes, smock or button down work shirt. A T-shirt may be worn beneath a smock or button down shirt but may not be the only shirt worn. T-shirts may be worn with a smock or button down shirt during summer cleaning or school closings. However, a smock or button down shirt must be worn whenever a public meeting is being conducted including during summer break or on a day when schools are closed. If an employee is observed not wearing a complete uniform 3 days during the year, he/she will not be entitled to a uniform allowance in the following year and will be subject to additional disciplinary action.

## **ARTICLE 16. SHOP STEWARD**

Section 1. The Union may appoint one of their accredited members to act as Shop Steward. It shall be his/her duty to receive complaints and dispose of them in the manner provided under Grievance Procedure and Arbitration. It is the intention of the parties hereto that the Shop Steward will, to the best of his/her ability, attempt to carry out the terms, provisions and intentions of this Agreement, and to that end will cooperate with management to the fullest extent. It is understood and agreed, however, that the Shop Steward shall have no authority of any kind save that given under this Agreement.

Section 2. The Shop Steward shall not be discriminated against because of his/her faithful performance of duties as such.

Section 3. The Board shall not be responsible for intervening between the Shop Steward and Union members due to the Shop Steward's negligence or neglect towards the Union members. The Teamsters Local Administrators must make themselves available for these concerns.

## **ARTICLE 17. PAY PERIOD**

See Appendices A and B for Salary Guide.

The pay period shall be the 15<sup>th</sup> and the last working day of each month. When the 15<sup>th</sup> of the month pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay on the last previous working day.

Overtime pay shall be paid semi-monthly. Example: Time reported between the first of the month and the 15<sup>th</sup> shall be paid the last working day of the month. Time reported between the 16<sup>th</sup> and the last day of the month shall be paid on the 15<sup>th</sup> of the following month.

In the event that there is an early pay period, or that the school business office or its payroll processing center encounters processing difficulties, overtime should be paid with the following pay cycle.

## **ARTICLE 18. SNOW DAYS AND SCHOOL CLOSINGS**

All employees will report for duty to perform the task of placing the buildings to normal operations except when a State of Emergency that specifically lists "Essential Personnel ONLY" is declared. Unscheduled vacation or personal days may not be used for absence during a snow day or emergency school closing. If an employee fails to report to work during one of these conditions they will be subject to progressive discipline.

Any activities scheduled in the buildings will automatically be canceled except official proceedings or events. Under extreme and deteriorating weather conditions, the Director of Facilities may grant early dismissal.

## **ARTICLE 19. SUMMER WORK/WINTER AND SPRING RECESS**

Part-time employees may be scheduled for additional hours for the purpose of getting buildings ready for school opening, to cover loss of man hours due to vacations, and to handle extra cleaning that may be requested at winter and spring recess.

## **ARTICLE 20. MISCELLANEOUS PROVISIONS**

1. Bulletin board space shall be available to post notices of official Union business or other notice upon approval of the building principal.
2. There shall be inter-office mail system available for use of the employees for notices.
3. There shall be use of building privilege for employees for meetings subject to normal approval procedures.
4. Employee reimbursement for mileage shall be consistent with the current Internal Revenue Rate.
5. The officials or any authorized representatives of the officials of the Union shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting in the adjustment of grievances. The officials or representatives of the Union shall notify the building principal upon their arrival and departure.
6. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.
7. No clause in the Agreement shall be interpreted as to imply any lowering of present wages or working conditions.
8. Upon request a physical eye to eye contact will be made twice in any 1 shift where employees are working alone at any facility for safety reasons.
9. Beginning after the ratification of this agreement, the position of Second Shift Lead Custodian shall be created. One second shift custodian shall be appointed to this position in all schools containing grades kindergarten through eight. This custodian will start 1/4 hour prior to the end of the Head Custodian's shift and will review the coordination of outside activities and special requirements for the second shift.

## **ARTICLE 21. DISCHARGE**

There shall be no discharge of employees except for just and sufficient cause to be determined solely by a recommendation to members of the Board of Education by the Superintendent of Schools. The General Shop Steward shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge.

## **ARTICLE 22. VETERANS RIGHTS AND BENEFITS**

Veterans rights and benefits shall be available to all employees who qualify according to the Employment Protection Provisions of the Military Selective Service Act of 1967 (formerly Universal Military Training and Service Act) contained in Public Law 90-491, effective August 17, 1968, as amended.

## **ARTICLE 23. EDUCATIONAL FUND**

The employer agrees to contribute one cent (\$.01) per hour to Teamster Local 11 Educational Program for all hours an employee receives pay. Such Fund is to be administered in accordance with the Local 11 Benefit Plan Trust Agreement by an equal number of Employer and Employee Trustees.

## **ARTICLE 24. NEW ARTICLE MANAGEMENT'S RIGHTS CLAUSE**

Subject to the terms and conditions of this agreement the Monroe Township Board of Education shall have the right to exercise its regular and customary functions. Such functions shall include but not limited to the management of the operation and the direction of the work force including the right to hire and discipline for just cause, to promote and demote, to increase or decrease the work force, to determine the schedule and hours of work, however that no employee will be discriminated against as provided in this agreement. The union reserves the right to review through the grievance and arbitration procedure any question of fact.

For employees hired prior to July 1, 2003 the scheduled work week shall consist of forty (40) hours, or their contracted hours, and shall be comprised of five (5) consecutive days, Monday through Friday, eight (8) hours per day for full-time employees. Five (5) consecutive working days other than Monday through Friday may apply to all employees hired after June 30, 2003. In such appointments, current employees shall be given the first opportunity to apply.

**ARTICLE 25. DURATION OF AGREEMENT**

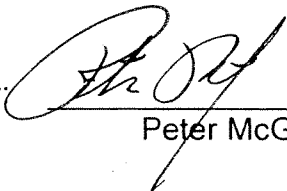
This Agreement shall become effective as of July 1, 2007, and shall continue in effect until June 30, 2011.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.


MONROE TOWNSHIP  
BOARD OF EDUCATION

TEAMSTERS LOCAL UNION NO. 11,  
affiliated with INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

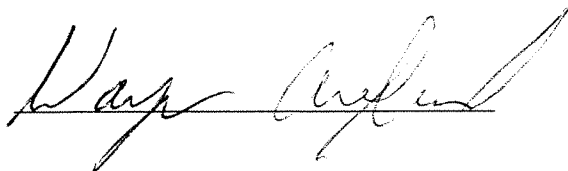
BY: Kathy Kolupahowich  
Kathy Kolupahowich, Board President

By:  9-17-07  
Peter McGourty, President

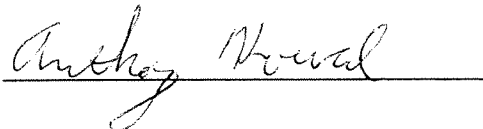
  
Wayne Holliday, Board Secretary/  
Business Administrator

  
Dave LeBoss, Sr., Business Agent

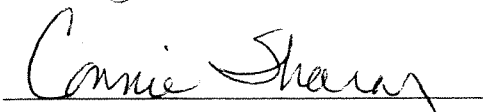
COMMITTEE:















**MONETARY AND BENEFITS**

1. **Contract Duration:** 4 Years (07/01/07 – 06/30/11)

2. **Basic Hourly Rate Increases:**

2007/08:	4.95%
2008/09:	4.95%
2009/10:	4.95%
2010/11:	4.95%

3. **Premium Pay:** 4.95% increase for each of the four years of the contract.

	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>
Head Custodian	1.68	1.76	1.85	1.94
Maintenance	2.09	2.19	2.30	2.41
Lead Custodian	1.00	1.00	1.00	1.00

4. **Shift Premium:**

	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>
Second Shift (Starting Time After School Dismissal)	.42	.43	.44	.45
Third Shift (Starting Time After the Conclusion of the Second Shift)	.52	.54	.55	.56

5. **Boilers License Premium:**

	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>
Black Seal License- (ALL members of the Facilities Department are entitled to obtain this License)	\$750	\$750	\$750	\$750
Blue Seal - (ONLY Maintenance Personnel & Head Custodians are entitled to a Premium for this License)	\$1,500	\$1,500	\$1,500	\$1,500

**MONETARY AND BENEFITS cont.**

6. **Longevity:**

	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>
15 Years	\$447	\$472	\$497	\$522
20 Years	\$728	\$753	\$778	\$803
25 Years	\$1,111	\$1,136	\$1,161	\$1,186

7. **Journeyman Premium:**

A base salary adjustment in the amount of \$2,500.00 will be paid to all maintenance, grounds and mail courier personnel .