

#975

AGREEMENT

BETWEEN THE

INTERNATIONAL UNION OF OPERATING

ENGINEERS:

LOCAL 68-68A-68B

AND THE

EAST ORANGE BOARD OF EDUCATION

FOR THE CONTRACT YEAR

1995 - 1998

TABLE OF CONTENTS

| | |
|--|-----------|
| PREAMBLE..... | 1 |
| ARTICLE I - PRINCIPLES..... | 2 |
| ARTICLE II - RECOGNITION..... | 2 |
| ARTICLE III - NEGOTIATION PROCEDURE..... | 2 |
| ARTICLE IV - GRIEVANCE PROCEDURE..... | 3 |
| ARTICLE V - VISITATION RIGHTS..... | 5 |
| ARTICLE VI - CHECK-OFF OF UNION DUES..... | 6 |
| ARTICLE VII - SALARY GUIDES..... | 6 |
| ARTICLE VIII - SICK LEAVE..... | 9 |
| ARTICLE IX - EXCUSED ABSENCES..... | 9 |
| ARTICLE X - BLACK SEAL LICENSE BONUS..... | 12 |
| ARTICLE XI - INSURANCE PROTECTION..... | 12 |
| ARTICLE XII - VACATIONS..... | 13 |
| ARTICLE XIII - HOLIDAYS..... | 13 |
| ARTICLE XIV - EMERGENCY SCHOOL CLOSINGS..... | 13 |
| ARTICLE XV - BREAKS..... | 13 |
| ARTICLE XVI - CLOTHING..... | 14 |
| ARTICLE XVII - EMPLOYEE EVALUATION..... | 14 |
| ARTICLE XVIII - OVER TIME PAY..... | 17 |
| ARTICLE XIX - MILEAGE REIMBURSEMENT..... | 17 |
| ARTICLE XX - SECURITY/ADMINISTRATION LIAISON COMMITTEE..... | 17 |

ARTICLE XXI - DISCIPLINARY PROCEDURES.....18

ARTICLE XXII - JOB POSTING NOTICES.....19

ARTICLE XXIII - SUMMER EMPLOYMENT.....19

**ARTICLE XXIV - RE-EMPLOYMENT AND SALARY
NOTIFICATION.....19**

ARTICLE XXV - COPIES OF CONTRACT.....19

ARTICLE XXVI - DURATION.....20

P R E A M B L E

-THIS AGREEMENT is made and entered into on this 10th day of October, 1995, by and between the Board of Education of the Town of East Orange, In the county of Essex, a body corporate hereinafter called the "BOARD", hereinafter called the "UNION", witnesseth;

WHEREAS, the Board and the Union desire and intend to negotiate in good faith concerning the terms and conditions of employment existing between the Board and the representative of the Union, as required by the laws of the State of New Jersey, particularly Chapter 123, Public Laws 1974; **AND**

WHEREAS, both parties have agreed to comply with all of the terms, conditions, and covenants contained in this Agreement:

NOW, THEREFORE, in consideration of the full and faithful performance by each of the parties hereto all of the terms, conditions, and covenants herein contained, it is hereby agreed and understood between the Board and the Association, as follows:

ARTICLE I - PRINCIPLES

1. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all security (monitors/guards, full-time or part-time) by the East Orange Board of Education.

2. Despite reference herein to the Board or Union as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolution) of authority to act.

ARTICLE II - RECOGNITION

The Employer hereby recognizes the International Union of Operating Engineers, Local 68, 68A, and 68B, AFL-CIO, as the exclusive representative for all its security monitors and security guards at its locations of a complex of buildings known as the East Orange Board of Education requiring the skills and monitoring security if necessary as those presently under the jurisdiction of Local 68 Operating Engineers assigned to work or in future facilities in the East Orange Board of Education.

A. The Board recognizes the Union as the majority representative in accordance with N.J.S.A. 34:13A-1 et seq., for the employees of the Board.

ARTICLE III - NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123, Public Laws 1974. Negotiations for a successor agreement shall commence not later than March 1, 1998.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Union.

ARTICLE IV - GRIEVANCE PROCEDURE

-A grievance is a claim by an employee that he/she has been treated unfairly by reason of the interpretation, application or violation of the negotiated agreement, Board policies and administrative decisions affecting the employee's terms and conditions of employment. An "aggrieved person" is the person or persons making the claim. The "parties of the grievance" are:

The person or persons making the grievance.

The person or persons representing the aggrieved individual or individuals.

The person or persons to whom the grievance applies.

The person or persons who are representing the individual or individuals
against whom the grievance is presented.

PURPOSE

-The purpose of this procedure is to secure, at the lowest possible step, equitable solutions to the problems which arise affecting security employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any step of the procedure.

PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Grievances which have not been resolved before the end of the school year should be

resolved as quickly as possible, and time limits may, therefore, be reduced or waived by mutual consent.

A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew of should have known of the events or conditions on which it is based.

STEP ONE

An employee submitting a grievance shall first discuss it with his/her supervisor who is causing the problem with the objective of resolving the matter informally.

STEP TWO

If the aggrieved person or persons is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within five (5) school days after the Step One meeting, he/she may file the grievance in writing with the supervisor who caused the problem. The supervisor shall meet with the employee and the shop steward or union representative in an attempt to resolve the matter.

STEP THREE

- If the aggrieved person or persons is not satisfied with the disposition of his/her grievance at Step Two, or if no decision has been rendered within five (5) school days after the Step Two meeting, he/she may file the grievance in writing with the supervisor who caused the problem. The supervisor shall meet with the employee and the shop steward or union representative in an attempt to resolve the matter.

STEP FOUR

If the grievance has not been resolved at Step Three (or within ten (10) school days after such grievance was delivered to the supervisor) the aggrieved person or persons may within

five (5) school days thereafter submit his/her grievance in writing to the Superintendent of Schools.

The Superintendent of Schools shall meet with the employee in an attempt to resolve the matter.

STEP FIVE

If the employee is not satisfied with the response from the Superintendent, or if there is no response from the Superintendent, the employee may submit his/her grievance in writing to the Board of Education within twenty (20) school days after the grievance was filed with the Superintendent of Schools. The Board of Education shall meet with the employee and render a written decision within twenty (20) school days after the grievance was filed with them.

MISCELLANEOUS

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include any such parties of interest, including witnesses, if any, and their designated or selected representatives, as herein previously referred to. All parties to this Agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

ARTICLE V - VISITATION RIGHTS

-An authorized representative of I.U.O.E. Local 68 shall have access during working hours to all facilities, buildings, grounds and other places in which employees covered by this agreement work, for the purpose of attending grievance meeting and representing employees at investigatory meetings from which discipline may result.

Union officials may have access to school district building with the prior approval of the Superintendent of Schools, or his/her designee.

ARTICLE VI - CHECK-OFF OF UNION DUES

A. The board agrees to deduct monthly Union dues and Initiation Fees from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions. The parties agree that the check-off authorization card shall be as prescribed by N.J.S.A. 52:14-15. 9e.

B. In making deductions, the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues. The Union agrees to indemnify and save the Board harmless against and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

ARTICLE VII - SALARY GUIDES

The following salary guides shall be in affect for the period July 1, 1995 to June 30, 1998:

Guide movement shall be vertical, except at maximum in 1995-96 and 1996-1997.

EAST ORANGE SECURITY PERSONNEL

10 MONTH EMPLOYEES

SALARY GUIDE

| STEP | 1994-95 | 1995-96 | 1996-97 | 1997-98 |
|-------------|----------------|----------------|----------------|----------------|
| A | \$14,923 | \$15,147 | \$15,450 | \$15,536 |
| B | \$15,371 | \$15,520 | \$15,914 | \$15,940 |
| C | \$15,832 | \$16,069 | \$16,141 | \$16,344 |
| D | \$16,073 | \$16,314 | \$16,640 | \$16,786 |
| E | \$16,556 | \$16,716 | \$17,140 | \$17,069 |
| F | \$17,052 | \$17,108 | \$17,385 | \$17,495 |
| G | \$17,373 | \$17,634 | \$17,986 | \$18,080 |
| H | \$17,894 | \$18,068 | \$18,526 | \$18,489 |
| I | \$18,431 | \$18,607 | \$18,791 | \$18,989 |
| J | \$18,749 | \$19,030 | \$19,311 | \$19,542 |
| K | \$19,311 | \$19,499 | \$19,893 | \$19,942 |
| L | \$19,891 | \$20,189 | \$20,279 | \$20,508 |
| M | \$20,064 | \$20,867 | \$21,701 | \$21,090 |
| N | | | | \$22,569 |

EAST ORANGE SECURITY PERSONNEL

12 MONTH EMPLOYEES

SALARY GUIDE

| STEP | 1994-95 | 1995-96 | 1996-97 | 1997-98 |
|-------------|----------------|----------------|----------------|----------------|
| A | \$20,530 | \$20,847 | \$21,264 | \$21,596 |
| B | \$21,146 | \$21,361 | \$21,892 | \$22,040 |
| C | \$21,780 | \$22,107 | \$22,215 | \$22,540 |
| D | \$22,110 | \$22,442 | \$22,890 | \$23,104 |
| E | \$22,673 | \$22,994 | \$23,473 | \$23,604 |
| F | \$23,356 | \$23,606 | \$23,914 | \$24,185 |
| G | \$23,899 | \$24,257 | \$24,743 | \$24,871 |
| H | \$24,260 | \$24,855 | \$25,116 | \$25,471 |
| I | \$24,785 | \$25,157 | \$25,849 | \$26,101 |
| J | \$25,792 | \$26,079 | \$26,702 | \$26,883 |
| K | \$26,366 | \$26,824 | \$27,292 | \$27,579 |
| L | \$27,162 | \$27,569 | \$27,897 | \$28,124 |
| M | \$27,602 | \$28,706 | \$29,854 | \$29,012 |
| N | | | | \$31,048 |

ARTICLE VIII - SICK LEAVE

1. Sick leave is hereby defined to mean absence from duty of any employee because of personal or family illness, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his/her immediate household. Steadily employed security personnel shall be entitled to ten (10) days per year for reasons of personal or family illness. Sick leave may be accumulated without limit.

ARTICLE IX - EXCUSED ABSENCES

PERSONAL LEAVE

If for personal reasons or for religious observances, a day's absence is necessary, an employee may be excused from his/her duties upon submission of a request for leave, subject to operational needs and considerations. Notice must be submitted at least forty-eight (48) hours before the requested absence.

"Personal reasons" as herein defined is an emergency or the performance of a duty that cannot be done out-of-school time. In all cases where an employee requests an excused absence for personal reasons, a form must be filed with the Personnel Department.

The specific reason for the absence must be stated on the request form. Personal leave shall not be granted for reasons which are not essential; e.g., social functions, reunions, pleasure trips, etc.

Employees will be entitled to two (2) days per year, accumulative without limit, subject to a maximum use of ten (10) days per year.

Personal leave with pay shall not be permitted during the first two (2) weeks of school, the last two (2) weeks of school nor on the day immediately preceding or following a holiday or vacation period.

DEATH IN THE FAMILY LEAVE

In case of death of the employee's immediate family member, a maximum total of five (5) work days per year will be granted to attend the funeral of such deceased kin. Immediate family shall be defined as mother, father, sister, brother, husband, wife, son or daughter.

A maximum total of three (3) work days per year will be granted to attend the funeral of a grandparent, mother/father-in-law, sister/brother-in-law, daughter/son-in-law, or other relative residing in the same household as the employee.

Absence for reasons of death or other relatives will be charged to available personal leave.

MILITARY LEAVE

Absence for military reserve training, during the contractual period of employment, not exceeding two (2) weeks, shall be allowed full pay.

Employees required to report to the Draft board shall be allowed one (1) day's absence only for such purpose, with full pay.

ABSENCE FOR JURY DUTY

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

FAMILY LEAVE ACT

The following is for information only and shall not be subject to the grievance procedure.

Family Leave Act

Employees who have worked at least 1000 hours in the 12 months prior to the leave are entitled to 12 weeks of unpaid leave in any 12 month period for childbirth, adoption, foster care placement, or the serious illness of a child, parent, spouse or self.

Employees who take such leave are entitled to the employer paid group health benefits they

had prior to the leave period.

Employees who take such leave will continue to receive all other benefits to which they would be entitled while not on leave.

Employees who request such leave must submit medical certification of the reason for the leave.

- The leave may be taken in periods of time as required by the condition causing the leave; i.e., consecutively, intermittently or on a reduced work schedule.

Employees who return from such leave are entitled to the same or an equivalent position.

Employees are required to give 30 days advance notice of the leave, when such leave is foreseeable.

OTHER LEAVES OF ABSENCE

Other leaves of absence, without pay or benefits, may be granted by the Board for good reasons.

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall recommence upon his/her return, and he/she shall be assigned, whenever possible, to the same position which he/she held at the time said leave commenced.

All extensions or renewals of leaves shall be applied for in writing.

BONUS DAY

A security employee shall be entitled to additional personal days when his/her attendance is as follows:

0 - 4 / 0 - 5 days absent = one (1) bonus day

5 - 7 / 6 - 8 days absent = one-half (1/2) bonus day

The above shall apply only in those instances where the employee has been late no more than five (5) minutes, three (3) or fewer times when reporting to work.

All such additional bonus days shall be available for use as of July , following the year in which they are earned and may be taken immediately or accumulated. Such days shall be requested and approved in the same manner as all other personal days. The above procedure shall not apply to jury-duty, military reserve training, worker's compensation, or approved vacation days.

ARTICLE X - BLACK SEAL LICENSE BONUS

The Board agrees to pay a one-time bonus of \$1000 to security personnel who obtain a Black Seal License during the term of their employment as a security officer only if they are appointed as a custodian and work as a custodian for a period of one (1) year.

The Board also agrees that security personnel shall have the opportunity to attend Black Seal License courses sponsored by the Board without cost to them.

ARTICLE XI - INSURANCE PROTECTION

-Effective July 1, 1997, the Board will provide health benefits for parent/child upon hire and family coverage after two years of employment as security monitor or guard. All current coverage provided by the Board will be maintained.

Effective July 1, 1990, the Board will provide a prescription plan with a \$3 generic and a \$6 name brand co-pay to be determined on the basis of the prescription dispensed to the employee.

Effective December 1, 1995, the Board will provide an "employee only" Dental Plan for security personnel with one or more years of service.

Effective July 1, 1996, the Board will provide a fifty dollar annual eyeglass reimbursement for all bargaining unit employees who must wear glasses.

ARTICLE XII - VACATIONS

All full-time twelve (12) month security personnel will be entitled to paid vacation as follows:

| | | | | |
|-----------|------------------|---|----|------|
| 0 - 5 | years of service | = | 5 | days |
| 6 or more | years of service | = | 10 | days |

ARTICLE XIII - HOLIDAYS

All full-time security personnel will be entitled to six (6) paid holidays per year.

ARTICLE XIV - EMERGENCY SCHOOL CLOSING

The Board agrees to compensate all security personnel for their regular day's pay whenever schools are closed for reasons of emergency. A regular day is defined as the number of hours contained in a normal work day for the security staff member involved.

ARTICLE XV - BREAKS

The Board agrees to provide two (2) paid breaks per day of fifteen (15) minutes each--one in the morning and one in the afternoon--for all full-time ten-month and twelve-month security personnel. The timing of such breaks shall be determined by the Board.

The Board agrees to permit security personnel to combine their two (2) fifteen (15) minute breaks into one (1) thirty (30) minute lunch break, subject to approval of the timing of the break

ARTICLE XVI - CLOTHING

A. The Board will provide a winter outer coat not more than once every three (3) years to all full-time, ten and twelve-month security personnel.

B. The Board will provide one (1) pair of walking shoes per year per person. The Board also agrees to provide one (1) pair of winter outer boots every two (2) years to security guards assigned as drivers on a full-time basis.

C. The Board will provide uniforms for all security personnel: Effective July 1, 1992, four (4) pairs of pants, four (4) winter shirts, and four (4) summer shirts. Effective July 1, 1993, the Board will provide five (5) sets. It shall be the responsibility of the employee to clean and maintain such uniforms.

D. Effective July 1, 1992, the Board will provide a uniform cleaning allowance of \$20 per month. The allowance shall be increased to \$25 per month, effective July 1, 1993. The uniform allowance will be paid twice each year, in December and June.

E. All items listed above are the property of the Board and must be returned to the Board upon termination of employment.

ARTICLE XVII - EMPLOYEE EVALUATION

All salary increments and/or increases shall be based on satisfactory performance. The following is **For Information Only:** Security Evaluation Procedure. The purpose of supervision and evaluation is to improve the performance of all security staff members by providing an assessment of their strengths and weaknesses and by making recommendations to correct weaknesses and enhance strengths. Evaluation is an on-going process which involves all the interactions (verbal and written, formal and informal) between security staff members and Board of

Education designated supervisors.

All security staff who are employed for a full year must be evaluated twice each year, once by November 30 and once by April 30. Additional evaluations may be conducted, as needed. The evaluation form will be developed by the Board.

The major areas of performance to be assessed will include but will not be limited to the following:

Work Quality

Work Habits

Interpersonal Skills

Other work-related factors

An employee must receive a performance rating of Average, Above Average, or Outstanding in order to receive a salary increment, salary increase, and/or to be continued in the employ of the school district.

All performance evaluations of the work of security employees must be conducted openly. All performance evaluations must be in writing and copies of same must be provided to the employee before, during, or immediately following the meeting between the supervisor and the employee. No copies of written documents will be placed in the employee's personnel file without the knowledge of the employee, as indicated by a notation on the written communication.

The supervisor and the employee must sign the evaluation form as an indication of the fact that the conference was held and that the employee received his/her copy.

Whenever an employee is rated as Below Average or Unsatisfactory in any performance category, the evaluator must include a written statement explaining the reason or reasons for the rating. The evaluator should provide suggestions and/or directions which tell the employee how to

correct the deficiencies contained in the evaluation. The evaluator should also indicate the timeline which will be provided for correcting the deficiencies contained in the evaluation.

Each performance evaluation should be a summary of the conferences, meetings, discussions, and other interactions between the employee and his/her supervisor. Every effort will be made to make sure that employees are informed of their performance deficiencies as early in the evaluation process as possible in order to give the employee an opportunity to improve or correct the deficiencies.

Security employees must maintain an acceptable attendance record. Their attendance rate must demonstrate an ability to work with regularity and consistency. In addition, their attendance pattern must be steady and must indicate a willingness to report to work with reliability. An employee who is unable or unwilling to establish and maintain an acceptable attendance record MAY be recommended for adverse personnel action in the form of a salary penalty or in the form of employment discontinuation.

The comments made in the above paragraph with regard to attendance are also applicable to punctuality.

Employees must also be able to work without supervision, as required by the specifics of their assignment.

In summary, security employees will be evaluated in relationship to their ability and/or willingness to perform all of the requirements of their position and assignment in a manner which is consistently acceptable and satisfactory.

ARTICLE XVIII - OVER TIME PAY

The over-time rate of 1 1/2 shall commence after 40 hours of work per week. The work week is defined as Sunday through Saturday. Included in the 40 hour week shall be compensable days. A compensable day is defined as a day for which the employee is entitled to be paid; e.g., a personal illness day, personal day, family death day, jury duty day, Military Reserve Training Day, or other day approved by the Board as a day off with pay.

All security personnel shall work a full day on staff development days.

ARTICLE XIX - MILEAGE REIMBURSEMENT

The Board agrees to provide mileage reimbursement at the rate of twenty-five (.25) cents per mile for the authorized use of personal vehicles for work-related travel. The Board agrees to provide reimbursement for actual expenses incurred (taxi fare, bus fare, etc.) or authorized travel for job-related purposes. Authorized travel involves those activities approved by the Supervisor of Security or other administrator designated by the Superintendent.

ARTICLE XX - SECURITY/ADMINISTRATION LIAISON COMMITTEE

The security staff shall form a committee selected by and from among the members of the bargaining unit with whom the Superintendent or his/her designee must meet at least once each month (unless otherwise determined by mutual agreement) during the school year to review matters of interest to the security staff members and to play an active role in the revision of development of policies related to terms and conditions of employment.

ARTICLE XXI - DISCIPLINARY PROCEDURES

1. All warnings for offenses shall be in writing. The warning shall contain the nature of the offense as well as an indication of the extent of the disciplinary action. A copy of all warning notices shall be provided to the union.

2. There rules and regulations shall apply to security personnel of the Board of Education, and the penalty for any serious infractions of work rules and regulations shall be as follows:

- a. first offense - written warning
- b. second offense - one (1) to three (3) days
suspension without pay
- c. third offense - three (3) to five (5) days
suspension without pay
- d. fourth offense - discharge

3. Determination of extent of punishment for infraction of the rules and regulations of the board shall rest with the Board of Education.

-4. The employee shall have the right to representation at any meeting with his/her supervisor, if such meeting will result in disciplinary action.

5. Immediate discharge shall be for unsatisfactory job performance and other overt actions.

Examples: (excessive tardiness, excessive absenteeism, theft, drinking on the job, no-shows, insubordination)

6. The Union shall be notified, in writing, of a discharge within three (3) days.

ARTICLE XXII - JOB POSTING NOTICES

The Board agrees to publicize security job vacancies by providing a notice of positions available to each school facility for posting on the staff bulletin board.

The Board also agrees to provide a copy of such job posting to the Union at the time of the posting.

ARTICLE XXIII - SUMMER EMPLOYMENT (For Information Only)

If the Board of Education determines that there is a need for temporary summer custodial help, security employees who have received satisfactory performance evaluations for the prior school year shall be given priority in hiring for such positions. The number of hours worked each day, the hourly salary paid, and the starting/ending date for such work shall be determined by the Board.

ARTICLE XXIV - RE-EMPLOYMENT AND SALARY NOTIFICATION

The Board agrees to notify security staff in writing of their salary and employment status for the next school year within thirty (30) calendar days following Board action on the above.

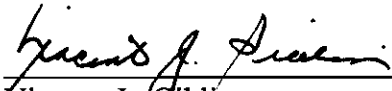
ARTICLE XXV - COPIES OF CONTRACT

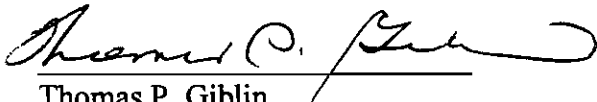
The Board agrees to supply every member covered under this contract with a copy of same. Every effort will be made to provide copies of the contract within ninety (90) days following ratification by both parties.

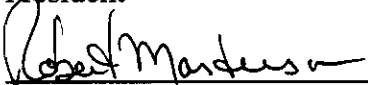
ARTICLE XXVI - DURATION


The parties agree that this agreement shall be in effect for the period July, 1995 to June, 1998. Its term shall expire on the date indicated and shall not be extended orally.


**INTERNATIONAL UNION OF
OPERATING ENGINEERS:
LOCAL 68-68A-68B**

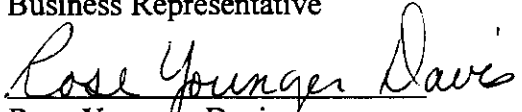

Vincent J. Giblin
Business Manager

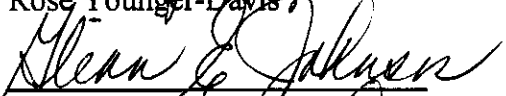

Thomas P. Giblin
President

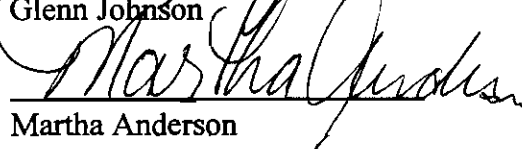

Robert Masterson
Business Representative


Dennis Giblin
Business Representative

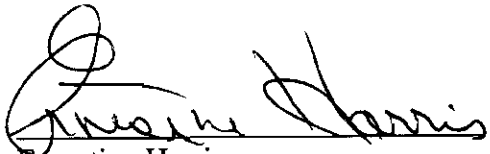

Alfred Fantuzzi
Business Representative



Rose Younger-Davis


Glenn Johnson

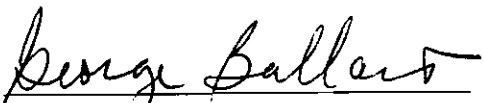

Martha Anderson

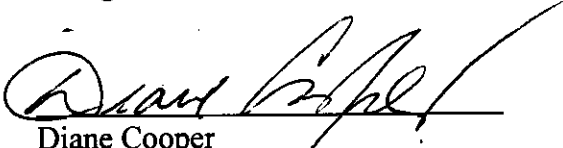
EAST ORANGE BOARD OF EDUCATION

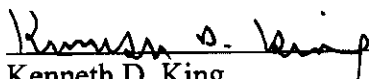

Ernestine Harris
President


Mark Kramer
Secretary

NEGOTIATING TEAM


George Ballard


Diane Cooper


Kenneth D. King
Negotiator

October 10, 1995