

**AGREEMENT**

**Between**

**BOARD OF EDUCATION OF EAST RUTHERFORD,  
IN THE COUNTY OF BERGEN, NEW JERSEY**

**And**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 68-68A-68B AFL-CIO**

***2014-2015***

***2015-2016***

***2016-2017***

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THIS AGREEMENT, made as of July 1, 2014, by and between the BOARD OF EDUCATION OF EAST RUTHERFORD, IN THE COUNTY OF BERGEN, NEW JERSEY, hereinafter referred to as the "Board", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, hereinafter referred to as the "Union".

WHEREAS, the Board and the Union have carried on negotiations in order to implement the provisions of Chapter 123 of the Laws of 1974 (New Jersey Employer-Employee Relations Act), and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

1. RECOGNITION: The Board recognizes the Union as the majority representative in accordance with Chapter 123, Laws of 1974, for the employees of the Board in the following appropriate units:
  - A. All employees in the classification of Custodian, Part-Time Custodian, Maintenance, Part-Time Maintenance, Full-Time Bus Driver, Part-Time Bus Driver and Lead Custodian, excluding all executive, clerical and professional personnel.
2. BOARD RIGHTS RETAINED: Any of the rights, power or authority the Board had when there was no collective bargaining representative are retained by the Board and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by this Agreement.
3. SEPARABILITY: It is the intent of the parties hereto to abide by all applicable statutes covering the subject matter of this Agreement. Should any provisions of the Agreement be declared illegal, contrary to any statute, all other provisions of the Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.
4. PERFORMANCE OF DUTIES: The employees within the Bargaining Unit agree to perform their duties under the directions of their respective supervisors and in accordance with this Agreement, the rules, regulations, policies and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.

## 5. INSURANCE:

Notwithstanding the provisions in this Agreement to the contrary, the mandatory requirements set forth in P.L. 2011, c. 78, shall control.

- A. The Board shall provide health-care insurance protection for each Employee and, in cases where appropriate, for family plan coverage. Each Employee receiving health insurance coverage shall contribute, through payroll deductions, the tier 4 amounts required by P.L. 2011, c. 78 for the cost of the insurance premiums. The Employee contribution requirement shall not expire, whether upon the termination date of this Agreement, or the expiration of P.L. 2011, c. 78, sections 39 to 44.
- B. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>. When necessary, premiums on behalf of the employee shall be made to assure uninterrupted participation and coverage.
- C. The Board shall pay full premium for each employee, and in cases where appropriate, for family plan coverage for dental benefits as defined by Delta Plan of New Jersey, Inc. (Program II Delta Dental Plan, 80/20 UCR).
- D. The Board shall pay the premium for an optical plan, entitled National Vision Administrators, llc., for each employee and his/her family.
- E. The Board shall provide to each employee a description of the health care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage listed above not later than the beginning of the school year said coverage begins.
- F. If the Board changes carriers, the benefits of the new carrier shall be equal to the existing plans.
- G. All new employees, for the first three years of employment, will be enrolled in a plan equivalent to "Direct 15" Plan provided by the School Employees Health Benefits Program of New Jersey. After three (3) years, the employee may elect to be enrolled in "Direct 10."
- H. A financial incentive of 25% of the premium, or \$5,000, whichever is less, will be paid to an employee who is able to waive health benefits coverage because he or she is eligible for other health care coverage that is not under the a State Health Benefits Program or School Employees Health Benefits Plan. Said financial incentive shall be calculated based on the "Direct 15" or equivalent plan. Opt-out will be qualified under IRS Code Section 125, to be

paid as a stipend at the end of each school year. The employee could re-enter the program at anytime with a "change of life" event, such as a spouse's loss of coverage, death, divorce, etc., as per IRS Code Section 125, and would receive pro-rated "opt out" at school year end. Employees must elect to opt out during the open enrollment period every year.

- I. To be eligible for health, vision and dental benefits, employees must be assigned to work more than 27 ½ hours per week.

6. SENIORITY RIGHTS:

Seniority rights for tenure employees shall be as set forth in N.J.S.A. 18A:17-4.

7. SALARIES, HOURS OF WORK AND OVERTIME:

- A. A normal workweek for full-time employees shall consist of forty (40) hours and five (5) days or nights per week. All work in excess of forty (40) hours in any one week shall be considered overtime, payable at time and one-half (1-1/2) of the employee's normal rate of pay. Vacation days shall be considered as time worked for the purpose of computing overtime. Additional time at the end of an employee's regular schedule will be computed as overtime in increments of 15 minutes. Any full-time employee who is called back to work for any emergency or reason, shall be granted a minimum of four (4) hours pay for said call in. Any bus driver who is called back to work for any emergency or reason shall be granted a minimum of two (2) hours pay for said call in. Employees shall not receive additional pay for multiple calls in within the same four (4) hour or two (2) hour period, whichever is applicable to that employee.
- B. A custodian, who is in charge of boiler operations, and cannot leave his/her building during lunch; will be compensated at their current rate or overtime rate as applicable.
- C. The work week will be computed from 12:01 AM Sunday to 12:00 AM Saturday.
- D. It is expected that an employee will work reasonable overtime when requested to do so. Salaries of all employees covered by this Agreement shall be set forth in attached Salary Guide, which is annexed hereto and made a part hereof.
- E. Employees utilized in a temporary assignment at a higher classification shall be compensated at the higher hourly rate of pay.
- F. In the event of the absence of a custodian, the Board shall first offer overtime in four-hour (4) duration to other custodians before hiring a substitute. This provision shall not apply after the first week of the absence of the custodian when the Board may hire a substitute at its discretion.

8. VACATIONS, HOLIDAYS AND EMPLOYEE ABSENCES:

A. All full-time 12 month employees shall be granted earned vacation in accordance with the following:

- (1) Employees having worked for the Board for a continuous period of not more than one (1) year, as of June 30<sup>th</sup> of a given year, shall earn one paid vacation day for each month worked, up to a maximum of five (5) days. Where an employee works less than a full month based on their date of hire, the following shall control:

<u>Date of hire</u>	<u># of days</u>
1 <sup>st</sup> through 15 <sup>th</sup> :	1
16 <sup>th</sup> through 25 <sup>th</sup> :	½
After the 25 <sup>th</sup> :	None

- (2) Employees having worked for the Board for a continuous period of more than one (1) year, as of June 30<sup>th</sup> of a given year, shall earn the number of vacation days set forth below upon the completion of the applicable years of service.

<u>Years of Service Completed</u>	<u>No. of Days</u>
1	10
6	14
11	18
16	22
20	25

- (3) All vacation days earned shall be available for use on July 1.

(4) Examples:

(a) Employee hired January 15, 2008: The employee will earn one vacation day for January 2008, and 4 vacation days for February through May 2008. The employee will be able to use those 5 vacation days during the July 1, 2008 to June 30, 2009 year. The employee will earn 10 vacation days July 1, 2009, which may be used July 1, 2009 through June 30, 2010.

(b) Employee hired March 16, 2008: The employee will earn ½ vacation day for March 2008, and 3 vacation days for April through June 2008. The employee will be able to use those 3 and ½ vacation days during the July 1, 2008 to June 30, 2009 year. The employee will earn 10 vacation days July 1, 2009, which may be used July 1, 2009 through June 30, 2010.

- (c) Employee hired June 26, 2008: The employee will earn no vacation days for the July 1, 2008, through June 30, 2008 year. The employee will earn 10 vacation days July 1, 2009, which may be used July 1, 2009 through June 30, 2010.
  - (d) Employee hired July 24, 2008: The employee will earn ½ vacation day for July 2008, and will earn 4 and ½ vacation days from August 1, 2008 through December 15, 2008. The employee will be able to use those 5 vacation days during the July 1, 2009 to June 30, 2010 year. The employee will earn 10 vacation days July 1, 2010, which may be used July 1, 2010 through June 30, 2011.
  - (5) No vacations will be allowed during the 10 working days prior to the opening of school.
- B. There shall be no carry-over of vacation days. Any vacation days not used during the applicable school year shall be forfeited. Vacation choice shall be submitted at least 7 working days prior to the beginning of the planned vacation, with a maximum of two (2) custodians off at any one time.
- C. Vacation time can be used when school is in session with administrative approval. No more than one custodian per work location and per shift can take off for vacation when school is in session. If more than one-person requests the same vacation period when school is in session seniority will prevail.
- D. Sixteen (16) holidays shall be granted each year, the dates to be set forth in a School Holiday Calendar approved by the Board of Education. Subject to approval by the Board, the Holidays are as follows:
- (1) Independence Day
  - (2) Labor Day
  - (3) Columbus Day
  - (4) Election Day
  - (5) Veteran's Day
  - (6) Thanksgiving Day
  - (7) Day after Thanksgiving
  - (8) Christmas Eve
  - (9) Christmas Day
  - (10) The next business day following Christmas Day
  - (11) New Years Day
  - (12) Martin Luther King Day
  - (13) Washington's Birthday
  - (14) The Friday prior to Washington's Birthday
  - (15) Good Friday
  - (16) Memorial Day

E. Full-time employees shall be granted twelve (12) sick days per year (cumulative) and two (2) personal days per year (non-cumulative).

F. Unused sick days for full time employees shall be compensated at \$30.00 per day over 80 accumulated days, not to exceed \$4,000.

G. (1) Each member of the bargaining unit, hired prior to July 1, 2011, will be entitled to anniversary adjustment on the following schedule:

12 years:	1% of base salary
17 years:	2% of base salary
22 years:	3% of base salary
25 years:	4% of base salary

(2) Solely with respect to members of the bargaining unit hired prior to January 1, 1980, they will be entitled to an additional anniversary adjustment as follows:

30 years:	5% of base salary
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(3) Notwithstanding any provision in this Section, no anniversary adjustment shall exceed \$5,000.00.

H. All Part-Time Employees

(1) Salary will be the prorated start step.

(2) Shall receive up to two (2) vacation days, calculated pursuant to Section 8.A(1). There shall be no carry-over of vacation days. Any vacation days not used during the applicable school year shall be forfeited.

(3) Receive one pro-rated sick day for each month employed, up to a maximum of ten (10) sick days per year.

I. Except as set forth in subsection 8.I(1), full-time 10 month employees shall receive up to two (2) vacation days, calculated pursuant to Section 8.A(1). There shall be no carry-over of vacation days. Any vacation days not used during the applicable school year shall be forfeited.

(1) Full-time 10 month employees hired before July 1, 2011, shall be entitled to nine (9) vacation days.

9. CHECK-OFF OF UNION DUES:

A. The Board agrees to deduct monthly Union dues 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 any 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.

C. Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. Membership in the Union is available to all employees on an equal basis. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the district to salary deductions.

D. The Union agrees to indemnify and save the Board harmless from any damages or expenses, including attorney's fees, which may be incurred by the Board as a result of claims made by an employee relating to the Paragraph and any payroll deductions made hereunder, provided that:

(1) The Board gives the Union timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and

(2) If the Union so requests in writing the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Union in defense of the claim.

10. BOARD OPERATIONS/RULES: The Union acknowledges the right of the Board to alter and amend its rules concerning the operations of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract.

11. GRIEVANCE PROCEDURE:

A. Definitions:

For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Board and Union, or between the Board and any employee within

the bargaining unit, concerning the meaning and application of the provisions of this Agreement.

B. Procedures:

If any employee has a problem or complaint, he or she will discuss it informally with his or her immediate supervisor prior to filing a formal grievance pursuant to this Article.

Grievances must be submitted no later than five (5) working days after the alleged grievance has arisen and if not so submitted, shall be waived.

If a Grievance is based upon a direct order, ruling or determination of the Chief School Administrator, the grievant may by-pass Steps 1&2.

Grievances will be handled according to the following procedure:

STEP 1

The aggrieved employee to the aggrieved employee's immediate supervisor on a form to be provided by the Union shall submit the grievance. This form will provide copies of the grievance for the aggrieved and for the Union. If this matter is not satisfactorily settled in this stage within five (5) working days after presentation of the grievance, it shall have five (5) working days to advance his/her grievance to Step 2 of the grievance procedure.

STEP 2

The aggrieved employee and a Union official may meet with the Board Secretary/Business Administrator and his/her designee for the purpose of discussing the grievance. The Board Secretary/Business Administrator or his/her designee shall give his/her reply within five (5) working days following the meeting. If the grievance is not satisfactorily settled at Step 2, the employee shall have five (5) working days to advance his/her grievance to Step 3 of the grievance procedure.

STEP 3

The employee shall submit his/her grievance to the Chief School Administrator in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion; and
- c. The basis of his/her dissatisfaction with the determination.

Within ten (10) working days from receiving the Step 3 grievance the Chief School Administrator shall hold a hearing at which all parties in interest shall have the right to be heard. Within ten (10) days of said hearing the Chief School Administrator shall, in writing, advise the employee and his/her representative of his/her determination and shall forward a copy of said determination to the school principal and the immediate superior of the aggrieved employee.

If the grievance is not satisfactorily settled at Step 3, the employee shall have ten (10) working days to advance his/her grievance to Step 4.

#### STEP 4

The employee shall submit his/her grievance to the Board of Education, stating in writing the grievant's dissatisfaction with the Chief School Administrator's action at Step 3.

The grievant shall have the right to request a grievance hearing with the Board of Education, which shall be held at the next advertised meeting after notification. If the grievant does not request a hearing, the Board may consider the grievance on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material.

The Board shall make a determination with thirty (30) days from the date of said hearing or meeting regarding the grievance and shall in writing notify the employee, his/her representative, the principal and the Chief School Administrator of its determination. In the event that the grievance is not settled at Step 4 the Union reserves the right to appeal to the Public Employment Relations Commission.

#### STEP 5

In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974.

A request for arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period within which to assert such a demand.

In the event of arbitration, the parties shall share the costs of the arbitrator's services and each of the parties shall bear his/her own costs.

The Board and the Union reserve the right to retain their prerogative in all opinions rendered that are not legally binding.

12. ENGINEER'S LICENSE/CDL LICENSE:

- A. All custodians must hold a New Jersey Engineer's License (Black Seal). The cost to obtain same shall be paid by the Board.
- B. Any employee hired or reappointed in any bus driver position, whether full or part-time, and whether in conjunction with a custodial position or not, shall maintain in good status their CDL license, and their failure to do so is grounds for (1) disciplinary action, (2) termination of pay for bus driver services, and (3) reduction of work hours, which may affect eligibility for insurance benefits.
- C. The CDL license must be of a class and with endorsements allowing for the operation of school buses with air brakes.
- D. Full-time custodians and full-time maintenance employees who maintain their CDL license with necessary endorsements for the entire calendar year, and who drive buses for the Board during that calendar year, shall receive a \$500 annual stipend. Such employees, who decline in excess of 50% of the requests to drive the bus during the calendar year, shall not be entitled to any stipend. The stipend shall be payable in the first pay period in December.

13. USE OF PERSONAL VEHICLE:

The Board will reimburse employees using their personal vehicle with prior approval at the current IRS rate.

14. UNIFORMS AND FOUL WEATHER GEAR:

- A. Cost of uniforms, safety shoes and foul weather gear shall be allocated by the Board per contract year in the amount set forth below. All employees contained within this agreement are required to wear such shoes and uniforms. The employees shall have discretion as to how to expend the amount set forth below based on their particular needs each year. Uniform style and color may be amended by unanimous request and approval by the Board.
- B. Full-time custodial and maintenance employees shall receive \$500 per contract year.
- C. Bus drivers (whether full or part-time) and part-time employees shall receive \$250 per contract year.

15. DURATION OF AGREEMENT:

This Agreement shall cover the period commencing July 1, 2014, and expiring at 12:00 midnight on June 30, 2017.

16. TEMPORARY LEAVE OF ABSENCE:

- A. Up to five (5) days at any one time in the event of death of a custodian's spouse, child, parent, grandparent, brother or sister; up to three (3) days at any one time in the event of death of a custodian's father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parents and grandchildren.
- B. Custodians shall be granted no more than one (1) day annually in the event of the death of the custodian's relative outside the custodian's immediate family.
- C. In the event of the death of a custodian in the East Rutherford School District, the principal or immediate supervisor of said custodian shall grant to an appropriate number of custodians sufficient time off to attend the funeral.
- D. The Board for good reason may grant other leaves of absence with pay. Leaves taken pursuant to Section C above shall be in addition to any sick leave to which the custodian is entitled.

17. EXTENDED LEAVES OF ABSENCE:

- A. Leaves of absence with or without pay may be granted by the Board for good reason and must be applied for in writing.
- B. All benefits to which a custodian was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- C. All extensions or renewals of leaves shall be applied for in writing prior to March 15<sup>th</sup>, and if approved, granted in writing within thirty (30) days thereafter.
- D. When absence due to prolonged illness or injury exceeds the annual sick leave and the accumulated sick leave in any school year, the Board of Education shall pay any such person each day's salary less the compensation of a substitute for such time as may be determined at the Board of Education's discretion in each individual case during that school year. The employee shall submit verification of such illness or injury by the employee's doctor. A day's salary is defined as 1/260 of the annual salary.
- E. A leave of absence without pay for up to six (6) months shall be granted for the purpose of caring for a sick member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, child, son-in-law, parent, father-in-law, mother-in-law, daughter-in-law, brother or sister. Up to six (6) months shall be granted as a single block of time and shall not be used in part. Each employee shall be eligible to request said leave no more than once in

any five (5) year period and sick leave shall be defined as prolonged and catastrophic in nature. No more than two (2) custodians shall be given this leave at any one time.

- F. When an employee's absence qualifies under either the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (FLA), or is permitted under this Agreement, the Board may unilaterally designate the absence to apply under any one or more applicable statutory and contractual leave provisions, which shall run concurrently. The Board may also unilaterally require the employee to use accrued paid leave, including, but not limited to, sick, vacation and personal leave, concurrently with leave under the FMLA, FLA, any unpaid contractual leave, or any other permissible leave.

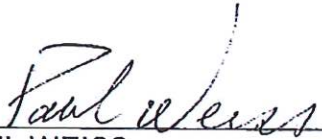
18. PROBATIONARY TERM:

There will be a 90 day probationary term for all new hires.

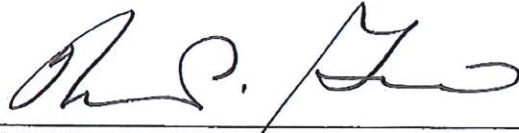
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and have affixed their corporate seals hereto the day and year first above written.

EAST RUTHERFORD  
BOARD OF EDUCATION

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



PAUL WEISS  
President



THOMAS P. GIBLIN  
Business Manager



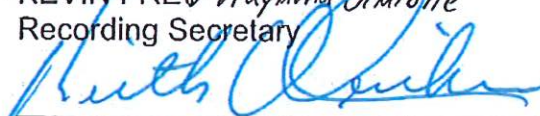
MARK KRAMER  
Board Secretary/  
Business Administrator



EDWARD BOYLAN  
President



~~KEVIN FREY~~ *Raymond Simone*  
Recording Secretary



KEITH WEICKER  
Business Representative

**SALARY GUIDE**  
**AGREEMENT BETWEEN THE EAST RUTHERFORD BOARD OF EDUCATION AND THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B**

**FULL TIME MAINTENANCE SALARIES**

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
<b>New Hire</b>	\$35,826	\$36,632	\$37,456
Date of Hire Prior to 7/15/10	\$50,999	\$52,146	\$53,319

**FULL TIME CUSTODIAL SALARIES**

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
<b>New Hire</b>	\$35,856	\$36,632	\$37,456
Date of Hire 7/15/09 to 9/15/10	\$38,021	\$38,876	\$39,750
Date of Hire 7/1/07 to 7/15/09	\$39,693	\$40,586	\$41,499
Date of Hire 7/1/02 to 6/30/07	\$47,019	\$48,077	\$49,159
Date of Hire Prior to 9/15/00	\$48,900	\$50,000	\$51,125

**PART TIME CUSTODIAL SALARIES**

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
<b>New Hire</b>	\$15.34/HR	\$15.69/HR	\$16.04/HR

**BUS DRIVER SALARIES**

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
<b>New Hire*</b>	\$19.00/HR	\$19.00/HR	\$19.00/HR
<b>P/T</b> Date of Hire Prior to 4/30/15	\$19.00/HR	\$19.43/HR**	\$19.87/HR
<b>F/T</b> Date of Hire Prior to 07/01/08	\$22.80/HR	\$23.31/HR	\$23.83/HR

\* For bus drivers, if a new employee is hired between November 19, 2015 and June 30, 2016, at the New Hire rate set forth in the salary guide, that employee will receive a 2.25% salary increase on their first anniversary date during the 2016-2017 year.

\*\* The rates for part-time bus drivers will commence at the beginning of the first pay period following November 19, 2015.