

## **PREAMBLE**

This Agreement entered into this 1st day of July, 2017, by and between the Board of Education of the Vocational Schools in the County of Monmouth, New Jersey, hereinafter called the "Board" and the International Union of Operating Engineers, Local 68, Local 68A-68B, hereinafter called the "Union."

## **ARTICLE I**

### **RECOGNITION**

The Board of Education of the Monmouth County Vocational School District does hereby agree to recognize the International Union of Operating Engineers, Local 68, Local 68A-68B as the sole and exclusive representative for collective negotiations of terms and conditions of employment for all head custodians, custodians and part-time custodians.

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Union of the negotiating unit as above defined, and references to male or to female employees shall include both sexes.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

1. Parties agree to enter into collective negotiations pursuant to Chapter 303 P.L. of 1968, in a good faith offer to reach agreement on matters concerning the terms and conditions of employment for all employees for whom the Union is authorized to negotiate. Such negotiations shall begin on a date and at a site and time mutually agreed upon by both parties. Any contract so negotiated shall be applicable to all personnel for whom the Union is authorized to negotiate, shall be reduced to writing and shall be signed by the Board and the Union.
2. The negotiating team of the Board shall consist of no more than four representatives present at the table. The negotiating team of the Union shall consist of no more than four members present at the table. Both sides must at all times be represented by a quorum but neither side may demand the presence of any certain member of the other. A quorum shall consist of a simple majority of the negotiating team.
3. Either party shall have the right to have its attorney and/or designated representative present at a negotiation session.
4. Counter proposals submitted by either side shall be in writing, with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.
5. Items agreed upon at a negotiation session shall be signed by the chairman of each negotiating team.

## ARTICLE III

### UNION RIGHTS AND PRIVILEGES

1. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in any meetings to discuss business between the Board and the Union, no loss of pay shall be suffered by the employee. Whenever a meeting is mandated by a mediator, arbitrator, judge, PERC or other authority with such a power, with such a meeting resulting from any action initiated by the Union, the Board shall not reimburse employees for loss of pay unless the employees are called as witnesses for the Board or payment is mandated by the ordering agency.
2. Representatives of the Union, International Union of Operating Engineers, Local 68, Local 68A-68B shall be permitted to transact official Union business on school property at all reasonable times, with the approval of the Superintendent or his designee, provided that this shall not interfere with or interrupt normal school operations.
3. Dues Deduction:
  - A. The Board agrees to deduct from the salary of any full-time employee covered by this Agreement, dues and fees of the Union, which the employee authorizes the Board in writing to deduct.
  - B. The Union shall certify to the Board in writing the current rate of its membership dues.
  - C. The Union shall hold the Board harmless from any claims concerning such dues and other deductions providing the Board has forwarded such monies to the Union.
  - D. Dues shall be deducted semi-monthly and forwarded to the Union monthly.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### DEFINITION

A grievance shall be defined as a complaint by an employee that there has been as to him (1) a violation of a specific section of this Agreement, (2) that he has been treated unfairly by reason of an act or condition which is contrary to established Board policy or practice governing or affecting employees, or (3) by an administrative decision affecting the employee which is inconsistent with established Board policy or provisions of this Agreement. An "aggrieved person" shall mean a person or persons having the same grievance.

Group Grievance - If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

PROCEDURE - In order for a grievance to be considered under this procedure, initial processing must be initiated within thirty (30) calendar days of the occurrence within the knowledge of the aggrieved of the matter to be grieved.

1. An employee with a grievance shall first discuss it with his immediate superior in an attempt to resolve the matter informally at that level.

If this informal discussion does not resolve the matter, the employee shall present his complaint, in writing, within thirty (30) calendar days to his immediate superior, and this complaint shall make known the full details of his grievance. The complaint shall specify:

- a. the nature of the grievance
- b. the nature and extent of any injury, loss or inconvenience

- c. the results of previous, informal discussions
- d. his dissatisfaction with decisions previously rendered

His immediate superior shall inform the employee of his decision within thirty (30) calendar days of receipt of the written grievance.

- 2. If the complaint has not been settled satisfactorily by the employee's immediate superior, the employee may request that the complaint be referred to the Superintendent of Schools. This request shall be made in writing not more than thirty (30) calendar days following the decision in Step 1. The Superintendent shall communicate a decision in writing within thirty (30) calendar days after receipt of the grievance.
- 3. If the complaint is not settled at the Superintendent level, the aggrieved employee may within thirty (30) calendar days file a request in writing for a review by the Board of Education, and said request for review shall be submitted in writing through the Superintendent, who shall attach all related papers, decisions and summaries to said request and forward all documents to the Board.

The Board shall review the grievance and may, at its option, conduct a hearing in connection with said grievance. Within thirty (30) calendar days from the date of said hearing, or within forty-five (45) calendar days from the receipt by the Board of the request for review of said grievance, the Board shall prepare and render to the aggrieved employee its decision, in writing, with respect to said grievance.

- 4. Grievances arising under the express terms of this contract will proceed to Binding Arbitration. The Union may submit a formal demand for arbitration pursuant to the rules and regulations of PERC. The only grievances which may proceed to Binding Arbitration are those based upon an allegation that there has been a violation of the express written terms of the locally negotiated Agreement.

Grievances which concern the interpretation, application or alleged violation of policies and administrative decisions shall not be subject to arbitration.

A request for such arbitration shall be made no later than thirty (30) calendar days following the determination of the Board. Failure to file within the time limit shall constitute a bar to arbitration unless the parties have extended the time by mutual agreement in writing.

A copy of the arbitrator's decision shall be simultaneously furnished to the Union and the Board. The arbitrator shall limit himself to the issue submitted and shall consider nothing else. He can add nothing to, nor subtract anything from, this Agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be binding on the parties.

- 5. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

## **ARTICLE V**

### **EMPLOYEE RIGHTS**

- 1. Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, or the salary or any increments pertaining thereto, then he may, when it appears to him that one of the purposes of the meeting may have such adverse effect, suspend the meeting, until he can be accompanied by a representative of the Union to advise and represent him if or when such meeting or interview is rescheduled.