

AGREEMENT

Between

**BOARD OF EDUCATION
OF THE VOCATIONAL SCHOOLS IN THE
COUNTY OF MIDDLESEX, NEW JERSEY**

and

**MIDDLESEX COUNTY VOCATIONAL HIGH SCHOOL
EMPLOYEES ASSOCIATION**

July 1, 2020– June 30, 2023

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PREAMBLE

THIS AGREEMENT made and entered into the 17th day of June, 2020, by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF MIDDLESEX NEW JERSEY, hereinafter known and designated as the Employer and the MIDDLESEX COUNTY VOCATIONAL HIGH SCHOOL EMPLOYEES ASSOCIATION, hereinafter known and designated as the Association.

WITNESSETH

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those custodial and maintenance employees working in the schools who are members of the Association and to provide orderly and peaceful procedures for presenting employee grievances and procedures and to protect the rights of the public, employees, and the Employer, and pursuant to N.J.S.A. 34:13A:1 et seq. and applicable School Laws, Title 18A. NOW THEREFORE, it is agreed as follows:

ARTICLE I **RECOGNITION**

Section 1.

The Board hereby recognizes the Association as the majority representative for collective negotiations concerning the terms and conditions of employment only for the following personnel employed by the Board:

Custodian
Groundskeeper
Head Custodian
Head Groundskeeper
Maintenance Mechanic
Specialized Mechanics
Grounds Foreman
Maintenance Foreman
School Bus Driver

Section 2.

It is further provided that any individual employee shall have the right at any time to present a personal grievance or proposal. Any employee who is a member of the Association shall have the right to have an Association representative present at his employee's request.

Section 3.

The employer agrees to deduct the initiation fee and/or dues from the wages of each employee who is a member of the Association and to forthwith remit the same to the Association office.

Section 4.

The Association agrees to file a dues deduction authorization form with the Employer for each employee prior to such deductions.

ARTICLE II **HOURS OF WORK**

Section 1.

The normal hours of work shall be eight (8) hours per day, forty (40) hours per week. If required to work on a Saturday or Sunday the employee shall be guaranteed a minimum of two (2) hours work paid at time and one half (1-1/2). If required to work on a holiday, the employee shall be guaranteed a minimum of two (2) hours work paid at double time.

When an employee is required to work beyond a normal shift the employee shall receive time and one-half (1 1/2) for all time worked. If an employee is called in for emergency work, the employee shall be guaranteed two (2) hours work paid at time and one-half (1 1/2). When an employee is called in for emergency work they will be paid one half (1/2) hour for travel time.

The shifts will normally fall in the following brackets.

Shift #1 - Between 6:00 a.m. and 5:00 p.m.

Shift #2 - Between 2:00 p.m. and 1:00 a.m.

Shift #3 - Between 10 p.m. and 8 a.m.

Flex hours can be assigned at the discretion of the Building Administrator within the hours of a particular shift.

Section 2.

Flex Hours (Swing Shifts). The Superintendent or his/her designee may establish differentiated workweeks for maintenance and custodial employees. Each designated workweek shall consist of five consecutive days. Assignments to a week other than Monday through Friday shall be made through volunteers and employees only hired after June 30, 2008. Hired prior to June 30, 2008, employees cannot be compelled to accept such assignments. Employees whose regular shift includes Saturday or Sunday cannot receive overtime pay for that regular shift.

Section 3.

A paid lunch period of thirty (30) minutes is allowed for each employee working a full shift, day or evening. Unit members shall be permitted two fifteen (15) minute coffee breaks daily, one in the morning and one in the afternoon. Notification to the building administrator is required for leaving school property.

Section 4.

If an employee works longer than the normal shift, the employee is allowed a second paid thirty (30) minute lunch period, provided the time span includes the time when the employee would normally eat a second meal that day. Whenever the employee was unprepared for such an event, the Employer shall pay for the second meal, to a maximum of \$9.00 for the duration of this Contract. Receipts will be required to be submitted by the employee in connection with such payments.

Section 5.

All shift #2 employees shall receive \$1,350.00 annual (July1 – June 30) shift premium.

Section 6.

All employees will be eligible to work weekend overtime shifts.

Section 7.

All employees who work when school is closed due to inclement weather shall receive time and one-half (1 1/2) their daily rate of pay.

Section 8.

For employees called-in by the administration when schools are closed for the task of snow removal in lieu of regular pay those employees shall receive double-time for the hours worked.

Section 9.

During July and August, the workdays on Fridays shall consist of six hours to be scheduled in the morning, for most employees, where possible, starting at the employee's customary summer shift time.

ARTICLE III
HOLIDAYS

Section 1.

Employees shall receive the official legal holidays provided under State Law.

Independence Day	Veteran's Day (Observed)	Presidents Day (Observed)
Labor Day	Thanksgiving Day	Martin Luther King Day
Columbus Day (Observed)	Christmas Day	Good Friday
Election Day	New Year's Day	Memorial Day

1. Employees shall receive Christmas Eve and New Year's Eve as paid holidays.
2. The day after Thanksgiving Day and Easter Monday, provided school is closed shall be additional paid days off.
3. Employees in the bargaining unit shall be given no more than two (2) additional holidays - one day for Yom Kippur, provided school is closed; one day for Rosh Hashanah, provided school is closed.
4. Unit members will be off Thursday and Friday of Teachers conventions. If an employee is required to work on these days, compensation shall be treated like Saturday work; see Article II, Sec. 1. If an employee is required to work on any of the legal holidays, the employee shall be guaranteed a minimum of two (2) hours work paid at double time. Holidays named in this section which fall on Saturday will be considered, for payroll purposes only, to be observed on the previous Friday. Holidays covered by this section which fall on Sunday will be considered, for payroll and holiday purposes, to be observed on the following Monday.

Section 2.

Employees shall receive the above paid holidays provided that the district's schools are closed on that day and the designated holiday is not a day on which the students are scheduled or required to be in attendance. The administration may move the taking of the holiday to another date to meet the needs of the school calendar.

ARTICLE IV VACATIONS

Section 1.

Up to one (1) year of service - each employee shall receive one (1) vacation day with pay for each full month of service, up to a maximum of ten (10) vacation days.

Employees shall receive vacation with pay based on years of service from the anniversary date of that employee's hire to be assessed July 1 of the subsequent year in accordance with the following vacation table:

Years of Service	Vacation Period
Less than one (1) year of service	One (1) working day for each full month of service, up to ten (10) vacation days
One (1) but less than five (5) years of service	Twelve (12) working days
Five (5) but less than ten (10) years of service	Seventeen (17) working days
Ten years of service	Twenty-Two (22) working days

Employees on the top step (step 17) of the salary guide shall receive one paid vacation day in addition to the vacation table.

Vacations may be taken at any time during the year. Vacation requests are submitted in mid-May for the following school year. Vacation requests may be modified after initial approval with the consent of the employee's immediate supervisor and approval by the Superintendent of Schools.

Section 2.

All vacations shall be taken consistent with school needs. Employees in each building shall pick vacation in order of seniority. The initial posting shall be in two-week periods, and subsequent postings shall be in one-week periods. The employee may pick less than a full posted period, without losing the days not used, which days shall continue as part of his / her vacation allotment until used in a subsequent pick. A subsequent vacation pick may be joined with a prior pick if such a time period is available at the time the subsequent vacation is chosen.

Section 3.

Any employee eligible for a vacation, whose employment has been terminated, shall receive the equivalent of any accumulated vacation pay for the current year at the date of separation.

Section 4.

Vacation time may not be accumulated beyond the school year.

ARTICLE V
SICK LEAVE AND ABSENCE REPORTING

Section 1.

Sick leave is hereby defined to mean the absence of any employee from his or her post or duty because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease on the employee's immediate household.]. [N.J.S.A. 18A:30-1]

Section 2.

During the school year (July 1 through June 30) one (1) sick leave day shall be allowed without loss of pay for each full month of employment.

Section 3.

If an employee does not use the entitled sick leave days in one (1) school year, the employee shall be allowed to accumulate the entire unused portion without limit. [Reference: N.J.S.A. 18A:30-3].

Section 4.

Accumulated sick leave shall be calculated from the date on which the Employer first employed the employee. If an employee leaves and is re-employed by the Employer, the employee's accumulated sick leave shall be determined from the date of re-employment.

Section 5.

All employees absent due to illness or injury shall be required to fill out a form furnished by the Board of Education. The nature of the illness / injury need not be described unless required by law. The Board of Education may, at its discretion, require an employee to furnish a physicians certificate of illness or injury. However, any employee who exceeds the annual allocation of twelve (12) days sick leave in any school year (July 1 through June 30) must furnish a physician's certificate for all subsequent absences due to illness or injury for the remainder of the school year. Failure to comply with this requirement may result in loss of pay and possible discipline.

Section 6.

Employees who have exhausted all accumulated sick leave and approved unpaid leave of absence, i.e. Federal Family and Medical Leave Act (FMLA), New Jersey Family Leave Act (NJFLA) or other Board of Education approved unpaid leave must report for work. Failure to report for work under such circumstances will constitute a violation of the negotiated agreement and may result in termination.

Section 7.

Sick leave time may not be used for any purpose other than personal illness.

Section 8.

Employees of the Board will receive supplemental retirement compensation, upon retirement from a State administered Pension Fund, following service for the number of years required by such pension fund to qualify for retirement benefits, in the amount of \$100.00 for each accumulated sick day credited to the employee as of the date of retirement. Written notification of such retirement must be provided by December 1 of the preceding year of retirement to receive this payment upon retirement. If such notice is not provided by December 1 of the preceding year, the Board may postpone payment to the following year. The maximum amount of supplement retirement compensation payable to any employee shall be twenty-two thousand (\$22,000.00) dollars.

Section 9.

The benefit provided for in Section 8 of this Article shall be paid to the estate of any employee who dies while employed in the District, provided that the employee was otherwise eligible and entitled to receive the benefit under the terms of Section 8 above. Such payment will be made within a reasonable period following the furnishing of appropriate proof of death to the Board.

ARTICLE VI
DEATH IN THE FAMILY

Section 1. Death in the Immediate Family:

Death in the Immediate Family: In case of a death in the immediate family, the employee shall be entitled to a maximum of four (4) consecutive paid days absence without loss of pay, provided that no more than two (2) unpaid days intervene, and provided that one of these four days includes the day of the death or day of the funeral. The immediate family is defined as spouse; parent, brother, sister, child, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, domestic partner, civil union partner, step-child, step-parent or any member of the family living in the same house. The employee shall also be entitled to one (1) day per occurrence for a death in their extended family.

ARTICLE VII
COURT OR MILITARY ORDERS

Section 1.

Court Order:

There shall be no loss of pay due to absence caused by compliance with a court subpoena for business directly related to school activities or jury duty when compliance must be carried out during school hours. Where persons exercising the benefits provided them in this section receive pay for services performed on jury duty, or to comply with a subpoena for business directly related to school activities, they will receive their regular pay for such absence less the payment (exclusive of expense money) received for such services from the court.

Military Orders: Activation of those employees serving in the National Guard and or Reserves

All employees serving in the National Guard or in the Reserves for a branch of the United States Military shall be entitled to all benefits provided by state and federal law

including but not limited to leaves of absence (paid and unpaid), reemployment, and all other entitlements. This provision does not apply to nor is it intended to provide benefits in the case of enlistment into the military service.

There shall be no loss of pay due to absence caused by compliance with selective service or military directive when compliance must be carried out during school hours. This does not include induction into the military service or the meetings of military training requirements as these matters are covered by State law. Where persons exercising the benefits provided those in this section receive pay for mandatory military directive, they will receive their regular pay for such absence less the payment (exclusive of expense money) received for such services from governmental agencies according to Federal/State mandates.

ARTICLE VIII

PERSONAL DAYS

Section 1.

Three (3) personal days without stated reasons for absence will be granted upon 48 hours notice, excluding emergencies, to the proper supervisor. It is intended that these days will be available as a reserve for genuine emergencies.

Section 2.

Unused personal days shall be converted to accumulated sick leave days, and treated as such.

Section 3.

Any excused absence beyond the three (3) days without stated reasons covered by this Article shall result in loss of pay whether a substitute is employed or not.

Section 4.

Requests for absences covered in this Article shall be made in writing as far in advance as possible, in no event to be less than 48 hours, excluding emergencies.

ARTICLE IX
SENIORITY AND PERMANENT EMPLOYEE SECURITY

Section 1.a.

Employees promoted to a higher classification shall be considered on a trial basis for a period of ninety (90) days from the effective date of the reclassification.

If the performance of the employee is evaluated as unsatisfactory, a position in the former classification will be offered to the employee at the employee's former salary rate.

Evaluations made during the trial period will be discussed with the employee.

Section 1.b.

Newly-hired employees shall be considered on a trial basis for a period of six months from the date of beginning work. Such employees may be terminated any time during said period, without recourse whatsoever.

Section 2.

Upon completion of trial period, such employee's seniority shall be effective as of the original date of employment.

Section 3.

Seniority shall mean length of continuous service with the Employer within job classification.

Section 4.

In the event of layoff, seniority shall prevail unless the employee is discharged for cause. It shall be the Employer's policy to base promotions on the basis of an employee's ability and job performance.

Section 5.

Fit for Duty

The Board of Education shall provide the Association with updated job descriptions detailing duties and responsibilities required for each classification. Subject in all events to the requirements of the Americans with Disabilities Act, the

Board of Education when in its sole discretion determines that an employee as a result of medical conditions (illness or injury) may not be able to perform their described duties may require a medical examination at the cost and expense of the Board of Education.

Those individuals certified by such a medical examination as not fit for duty, shall be placed on an unpaid leave until certified by a medical examination as fit for duty. In the event the condition is deemed permanent, or extends beyond a 4 (four) month period or until the employee's accumulated sick days are exhausted, whichever is longer the employee's employment may be terminated.

This provision shall not be applicable to those individuals suffering from a disability resulting from a job related occurrence which is covered by the Workers Compensation coverage of the Board of Education (a "Job Related Condition") In the event of a Job Related Condition, the return to duty and the type of duty required to be provided by the employee shall be as required by the treating physician approved by the Workers Compensation carrier for the Board of Education. In the event the employee is permanently unfit for duty and has reached medical maximum improvement as determined by the workers compensation treating physician, the employee's employment may be terminated.

Section 6.

Notices of all job vacancies in job categories covered by the Contract shall be posted. An email containing the posting shall be forwarded to each member of the Bargaining Unit.

Section 7.

The Employer, upon recalling, shall do so in the inverse order of layoff. The Employer shall recall the last employee laid off; providing however, that such employee has the qualifications for the position for which the employee is recalled. Under no circumstances shall the Employer hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-

employed. The last employee laid off from a position will be the first recalled to that position.

Section 8.

An employee recalled and reinstated to a former position shall receive the current rate of pay for the position.

Section 9

Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee.

Section 10.

All custodians and maintenance employees must hold or obtain at least a Boiler-Fireman Low Pressure (Black Seal) License, within one (1) year of date of employment or may be terminated unless extenuating circumstances (including requirements of current assignment) prevail. The Board will pay an amount up to \$60.00 for the cost of books and materials for the Black Seal course. Employees holding a Black Seal License shall receive an additional \$750.00 per Contract year. Employees who earn a Black Seal License during any Contract year will receive the \$750.00 pro-rated to the month of licensing.

All license holders shall be reimbursed by the Board of Education for the (Black Seal License) at the renewal cost of a three (3) year license.

Section 11.

Transfers of employees to another school by the Employer shall be made on the District's need, as recommended by the Superintendent.

Section 12.

Employees who desire a change in assignment or shift or who desire to transfer to another building may file a written letter of such desire at any time with the Superintendent. Such letter shall include the shift, position and the school or schools to which (s) he desires to be transferred, in order of preference. Transfers may or may not be granted in the Superintendent's sole discretion.

Section 13.

School bus drivers must hold or obtain a valid school bus driver endorsement attached to their commercial driver's license or the employee may be terminated.

ARTICLE X
WORK CLOTHES

Section 1.

The Employer shall provide employees covered by this Contract with the following at no cost to them. The employee must wear work clothes and accessories provided by this contract during work hours. The Board of Education shall provide uniforms and safety clothing as follows at no cost to the employee:

- A. Two (2) pairs of safety work shoes
- B. Uniforms (3-sets) including shirt, / trousers (maintenance and groundskeeper have the option of jeans or trousers) and one (1) short sleeve shirt each year
- C. Four (4) pairs of work gloves
- D. Safety Glasses

E. Wet weather clothing kit, slickers and boots shall be provided for those employees required to work outside in bad weather. When kit is no longer serviceable it will be replaced. The Employer will provide a winter jacket to every employee. A newly hired employee will be issued their new jacket as soon as practicable. Winter jackets will be replaced once every three years.

ARTICLE XI
BULLETIN BOARDS

Bulletin boards will be made available in each school to the Association and the Employer for the purpose of posting Association notices relating to meetings, dues, entertainment, health and safety, job openings, rollover, vacations, the school calendar (as soon as Board approved), a calendar of school events requiring custodial or maintenance coverage (as soon as the event is scheduled) and general Association activities.

ARTICLE XII
NON-DISCRIMINATION

State and federal statutes and regulations prohibit school districts from discriminatory practices in employment or educational opportunity against any person by reason of race, color, creed, religion, sex, ancestry, national origin, age, English proficiency, sexual preference, marital status or veteran status. Further, state and federal protection is extended on account of disabilities, social or economic status, pregnancy, childbirth, pregnancy related disabilities, actual or potential parenthood, or family status and other applicable laws. Further information regarding these policies can be obtained from the 504 Compliance Officers (Facilities)-Director of Building & Grounds, 504 Compliance Officer (Programs)-Assistant Superintendent and/or the Director of Personnel (Phone 732-257-3300).

ARTICLE XIII
MAINTENANCE OF EXISTING CONDITIONS

No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the schools. This Section shall not apply to any subject matter covered by the Agreement.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1.

It is hereby agreed that the Employer has the right to discharge for just cause. The employer agrees to advise the Association of any such discharge and the reason therefore at the time of such action. Any employee is entitled to represent him or herself or to be represented by a designee of their choice at any step in the grievance procedure.

Section 2.

A. **Definitions:**

1. A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, Board policies or administrative decisions and practices affecting an employee or a group of employees. The term grievance shall not include or apply to any matter: (a) which is a complaint of a non-tenure employee arising by reason of his or her not being re-employed; or (b) which is a complaint by any employee occasioned by appointment to, lack of appointment to, retention in or lack of retention in, any position for which tenure is not required.
2. An aggrieved person is the person or persons or the Association making the claim.
3. A party in interest is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken order to resolve the claim.

B. **Purpose:**

1. This procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting

the terms and conditions of employment of employees. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. 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, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
3. The number of days permitted for responses or appeals to the next level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled on the basis of the last answer of the Board or its representative if not appealed to the next step within the time limits set forth herein. If the representative of the Board gives no response within the time specified, the grievance shall automatically be moved to the next level. The time limits may be extended by written agreement between the parties.

C. Procedure:

1. Level One:

- a. An employee with a grievance shall first discuss it with his or her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- b. A grievance under Level One must be initiated within twenty (20) school days after the occurrence of the facts of the grievance, and/or the grievance shall be deemed to be settled and the right to further processing under this procedure waived.

2. Level Two:

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One; or, if no decision has been rendered within five (5) school days after presentation of the grievance, he or she may file the grievance in writing with the Association's designated representative. Within five (5) school days after receiving the written grievance the Association's designated representative may refer it to the Superintendent of Schools.
- b. The submission to the Superintendent shall contain a statement setting forth:
 - (i) the nature of the grievance.
 - (ii) the nature and extent of the loss, injury or inconvenience and the remedy requested.
 - (iii) the results of previous discussions.
 - (iv) the stated dissatisfaction with the decision previously rendered.
 - (v) documents and information relevant to the grievance which are then within the custody of the Association.

3. Level Three:

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been reached within fifteen (15) school days after the grievance was delivered to the Superintendent, he or she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing

that the Association's designated representative submit his or her grievance to the Board of Education.

The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. The Board shall review the grievance, at its option, hold a hearing with the employee, and render a decision in writing within ten (10) school days of receipt of the request.

- b. Within a reasonable length of time but not later than the date of the next regular meeting of the Board, if possible, the Board and the Association's designated representative shall attempt to reach a mutually acceptable settlement.
- c. A claim shall only be processed beyond Level Three if such a claim does pertain to the interpretation, application, or violation of this Agreement.

4. Level Four:

- a. If the grievance is not resolved to the satisfaction of the aggrieved party, and the Grievance Committee of the Association feels the grievance has merit, and if the grievance pertains exclusively to alleged misinterpretation inequitable application or violation of any of the provisions of this Agreement, the grievance may be submitted to the Public Employment Relations Commission for arbitration by a written notice to the Board within ten (10) school days following receipt of the Board's decision.
- b. The decision of the arbitrator shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the

commission of an act, prohibited by or violates of any law, or which is violative of the terms of the Agreement. The arbitrator shall have no power or authority to add to nor to subtract from or to modify any of the terms of the Agreement, nor shall he or she in any case have the power to rule on any issue or dispute which is not an arbitrable grievance by law or as defined in this Article, or which is excepted from this grievance procedure or arbitrator's review by law or by any other provision of this Agreement, or on any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- c. The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel subsistence expenses and the cost of the hearing room shall be born equally by the Board and the Association.
- d. All employees, including the grievant, shall fulfill all obligations of employment during the processing of grievance at all levels.
- e. Decisions rendered at Level One which is unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons thereafter and shall be transmitted promptly to all parties in interest and in the Association.
- f.
 - 1. The disposition of any grievance at any steps of the procedure by agreement between the Association and the Board shall be final and binding upon the grievant or

other persons who are involved or affected thereby. Any interpretation of the Agreement agreed upon by the Board and the Association in writing shall be final and binding upon all those covered by this Agreement and the Board of Education.

2. Any aggrieved person may be represented at all stages of the grievance procedure by him or her, or at his or her option, by representatives selected or approved by the Association. When the Association does not represent an employee, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

g. 1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

2. All meetings and hearings under this procedure shall not be conducted in public subject to the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq. and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

h. The Board may at its election, institute a grievance against the Association for claimed misinterpretation, misapplication or violation of this Agreement by the Association or its representatives. Prior to obtaining the services of an arbitrator, the Board shall notify the Association in writing of its intention to

do so, with reasons. The parties shall meet within ten (10) school days after the date of such notice in order to attempt to resolve the matter. If the grievance is not resolved within ten (10) school days after the first such meeting, the Board may then proceed to obtain the services of an arbitrator by following the applicable procedure of Level Four.

Section 3.

The Board of Education, subject only to the legally enforceable expressed terms of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board are the right to executive management and administrative control of the school system and its properties and facilities and employees; to adopt or modify and to post rules and regulations governing working conditions; to hire, assign, promote, transfer and retain employees covered by this Agreement, or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the method and means of instruction and the duties, responsibilities and assignments of employees with respect thereto, including the determination of work load, and the terms and conditions of employment generally, to create, abolish, fill or fail to fill any position; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out such goods and services as it deems proper, and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation, subject only to be legally enforceable provisions of this Agreement.

Section 4.

- A. This Agreement represents and incorporates the complete and final settlement by the parties of issues, which were or could have been the subject of negotiations. During the term of this agreement neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. The Board agrees that any changes in terms and conditions of employment during the terms of this Agreement shall be negotiated with the majority of representatives before implementation by the Board.

ARTICLE XV
RIGHT OF VISITATION

Section 1.

The representatives or any officer of the Association shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the school Principal for permission to visit, which permission shall be reasonably granted, it being understood, however that such representatives shall in any way interfere with the operation of the school during working hours and that the privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

Section 2.

When Officers of this Association are required to attend a meeting with the Employer, this meeting shall take place during work hours and the Officers shall not have this time deducted from their wages.

ARTICLE XVI

WAGES

Section 1.

All employees covered by the recognition clause shall be appointed and salaries fixed by the Employer on a school year basis July 1 through June 30.

Salary rates are not to be changed during the year other than for a change in classification.

Section 2.

The salary guide schedules for all employees covered in this Agreement are set forth in Schedule B, which is attached hereto and made a part hereof. Step does not mean years of service. The Employer shall have the right to hire employees at a step higher than the initial step.

For the duration of this agreement each unit member shall move according to the Salary Progression Guide.

Section 3.

All reimbursement for employee personal vehicle use for official school business shall be reimbursed in accordance with the Board's travel policy, NJSA 18A:11-12, NJAC 6A:23A-7, and any other successive travel regulations promulgated by the State of New Jersey, Department of Education. Reimbursement must be submitted on Board of Education vouchers on a monthly basis. All June travel vouchers must be submitted by July 15th in order to be considered for payment. Any vouchers received after July 15th related to prior year travel will not be considered. Employees may be required when movement is necessary between schools as part of their job assignment to transport suitable tools and/or supplies to complete assigned tasks. It is not intended nor is it to be construed by this provision that an employee's personal vehicle is to be used as a substitute for a supply vehicle for large and cumbersome supplies or repair parts.

ARTICLE XVII

LONGEVITY

Each member of the Association as of July 1st will receive an increment by their years of accumulated service in this school system. A full year of longevity credit will be given to each employee for service starting on or before November 1st in the year of initial service in accordance with the schedule listed below:

Years of service	Contract Year 2020-2021	Contract Year 2021-2022	Contract Year 2022-2023
10 years or more	\$900	\$900	\$900
15 years or more	\$1,775	\$1,775	\$1,775
20 years or more	\$2,500	\$2,500	\$2,500
25 years or more	\$3,225	\$3,225	\$3,225
30 years or more	\$3,950	\$3,950	\$3,950

ARTICLE XVIII

HEALTH CARE BENEFITS AND MATERNITY LEAVE

Section 1.

- A. The Board shall provide medical and prescription health care coverage for the employee, spouse / domestic partner and qualified son(s), daughter(s) and other qualified dependents during the term of this Agreement equivalent to such benefits as are currently provided by the New Jersey State Health Benefits Program. In the event that it is determined by a governmental agency having jurisdiction over such matters, the benefit of the New Jersey State Health Benefits Program

must be modified, changed, or substituted, the Board shall provide such benefits in accordance with the decision of such governmental agency, finally determined. The Board shall pay premiums for the employee, spouse and children up to the ages permitted by the insurance carrier in accordance with the provisions of P.L. 2011, Chapter 78. The employee share of the benefit premiums will be calculated using the tables presented in Schedule C of this agreement.

The table reflects a 2% decrease in the employee share as compared with the original "year 4" Chapter 78 P.L. 2011 percentage of premium charts. Any premiums which are thereafter payable by or due from the employee shall be paid through the payroll deduction plan. All new employees initially hired on or after the effective date of this agreement will not have access to NJ DIRECT 10 or AETNA FREEDOM 10 health benefit plans.

- B. The Board shall provide dental coverage for the employee, spouse and qualified dependents during the term of this Agreement equivalent to such benefits as are currently provided or successor plans.
- C. The Board shall provide optical coverage for the employee, spouse and qualified dependents during the term of this Agreement equivalent to such benefits as are currently provided or successor plans.
- D. The Board may substitute other insurance carriers so long as the applicable insurance coverage's are substantially equivalent to those being provided or in order to bring insurance carriers and coverage's into compliance with Paragraph (A), (B) and (C) above. The Board agrees to consult with the MCVHSEA at least 60 days prior to or as soon as practicable before making any changes in health insurance benefits or coverage's during the term of this contract. Consent shall

not be required.

- E. An employee shall notify the Superintendent in writing as soon as her pregnancy has been medically confirmed, but no later than sixty (60) days prior to the leave commencement date. An employee may apply for maternity leave furnishing the Superintendent with a certificate from her doctor stating the expected date of delivery. She will be permitted to work as long as her physician certifies in writing to the Superintendent that she is able to continue working. The leave of absence shall not end later than two (2) years from the commencement of the leave.

1. Accumulated sick days credited to the employee at the commencement of her maternity leave shall be retained until that employee returns to active service in the district. The employee's salary status at time of return shall be the same as it was at commencement of the maternity leave unless the employee had completed ninety (90) days of service after July 1st of the year said leave commenced whereupon the employee shall advance a maximum of one (1) step on the appropriate salary guide.
2. Health care benefits will continue to be paid during the maternity leave up to one (1) year from the commencement of the leave. The Board may require the employee to be examined by a physician designated by the Superintendent.

ARTICLE XIX

DEFECTIVE EQUIPMENT

Employees shall not be required to operate defective equipment. Unsafe conditions or defective equipment shall be reported to the proper school authorities as soon as possible in order to ensure proper correction, repair or replacement.

ARTICLE XX

NEW CLASSIFICATIONS AND WORK OUT OF CLASSIFICATION

Section 1.

- A. In the event a new classification is established in the area of custodial or maintenance work, negotiations shall be reopened upon request of either party for the purpose of establishing wage rates and working conditions.
This Article applies to new classifications only.
- B. When a custodian performs carpentry, masonry, roofing, plumbing or electrical maintenance work, normally performed by a maintenance mechanic, the custodian shall be paid the maintenance mechanic's rate for that time, provided that the task has been identified as being covered by this Section before the start of the task, and the custodian works at least four (4) hours in a specific day in that classification and, if overtime pay is involved, the work will be offered to available maintenance mechanics before being offered to a custodian.
- C. The positions of Head Custodian and Head Groundskeeper will receive an annual \$3,500.00 differential over the salary of the respective custodial or groundskeeper guide.
- D. The position of Night Operations Coordinator will receive an annual \$1,500.00 differential over the salary of the custodial guide. (East Brunswick, Piscataway and Perth Amboy Schools)

ARTICLE XXI
MISCELLANEOUS

Section 1.

The Board shall reimburse employees for part of the cost of professional improvement under the following conditions. To qualify for reimbursement the employee must obtain written advance approval from the Superintendent for the courses for which reimbursement is sought:

1. The Board will pay 100% of tuition costs up to a maximum of six credits at the prevailing Rutgers University Under-Graduate School of Education New Jersey resident rate. To insure reimbursement the employee must obtain written approval in advance from the Superintendent for courses for which reimbursement will be requested. Course credits are eligible for tuition reimbursement if they are earned at regionally accredited colleges and universities recognized by the New Jersey State Department of Education. "Regionally accredited college or university" means an institution of higher education accredited by one of the following regional accreditation associations:

1. Middlesex State Association of Colleges and Schools;
2. New England Association of Schools and Colleges;
3. North Central Association of Colleges and Schools;
4. Northwest Association of Schools and Colleges;
5. Southern Association of Colleges and Schools; and
6. Western Association of Schools and Colleges.

2. Reimbursement will be made by voucher at the close of the semester after tuition receipts and certified college transcripts are submitted to the Superintendent showing credits and grades earned. Vouchers for courses completing by May 30th must be submitted for payment to the Business Administrator for reimbursement

by July 15th for credit earned during prior school year. Vouchers submitted for courses completing between June 1st and June 30th of the school year shall be submitted no later than August 15th for reimbursement. Notice of the potential reimbursement will be given by the member for courses to be completed between June 1st and June 30th no later than July 15th with all available submissions to qualify for payment. Vouchers received after the specified dates cannot be honored. Credits with grades below "B" level will not be honored for reimbursement. In Pass/Fail courses, a grade of "Pass" shall be sufficient.

Section 2.

The Board will require 16 hours of job related training for all employees annually. Training shall be designated and provided by the district. Attendance or all mandated training is required. Failure to comply can result disciplinary action and/or termination of employment.

ARTICLE XXII
TERMS OF AGREEMENT

Section 1.

This agreement shall become effective as of July 1, 2020 and shall remain in full force and effect and expire on June 30, 2023.

Section 2.

The Association shall have the right to open negotiations on a Successor Agreement by advising the Board of Education to that effect on or before September 1st of the year in which the contract expires.

This Agreement shall remain in full force and effect until a Successor Agreement is negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on this 17th day of June 2020.

Middlesex County Vocational High School
Employees Association

BY: _____

MCVHSEA President

ATTEST: _____

MVCHSEA Witness

The Board of Education of the Vocational
Schools in the County of Middlesex

BY: _____

Board of Education President

ATTEST: _____

Board Secretary

SCHEDULE "A"
2020-2023
Salary Progression Guide

2019-2020	2020-2021	2021-2022	2022-2023
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
	16	16	16
	17	17	17

SCHEDULE "B-1"
MCVTHSEA
Salary Guide
2020-2021

	Custodian	Groundskeeper	Maintenance Mechanic	Specialized Mechanics	Grounds Foreman Maintenance Foreman	Bus Driver
6	39,267	41,267	50,945	67,852	69,487	44,078
7	39,767	41,767	51,945	68,952	70,587	45,180
8	40,281	42,281	52,945	70,352	71,987	46,656
9	41,366	43,366	54,045	71,752	73,387	47,823
10	42,451	44,451	55,145	73,152	74,787	49,019
11	43,551	45,551	56,245	74,652	76,287	50,244
12	45,701	47,701	57,345	76,152	77,787	51,500
13	48,151	50,151	58,345	77,652	79,287	52,788
14	49,951	50,951	59,145	78,402	80,037	54,108
15	51,951	53,951	59,645	79,152	80,787	55,461
16	54,951	56,951	61,045	79,577	81,212	56,848
17	55,451	57,451	61,545	80,077	81,712	58,269

SCHEDULE "B-2"
MCVTHSEA
Salary Guide
2021-2022

	Custodian	Groundskeeper	Maintenance Mechanic	Specialized Mechanics	Grounds Foreman Maintenance Foreman	Bus Driver
6	39,816	41,816	51,345	68,577	70,212	44,648
7	40,316	42,316	52,345	69,577	71,212	45,764
8	40,816	42,816	53,345	70,777	72,412	46,908
9	41,816	43,816	54,445	72,177	73,812	48,080
10	42,901	44,901	55,545	73,577	75,212	49,282
11	44,001	46,001	56,645	75,077	76,712	50,514
12	46,101	48,101	57,745	76,577	78,212	51,777
13	48,501	50,501	58,745	78,077	79,712	53,071
14	50,451	52,451	59,545	78,827	80,462	54,398
15	52,451	54,451	60,245	79,577	81,212	55,758
16	55,251	57,251	61,645	80,177	81,812	57,152
17	56,251	58,251	62,345	80,877	82,512	58,580

SCHEDULE "B-3"
MCVTHSEA
Salary Guide
2022-2023

	Custodian	Groundskeeper	Maintenance Mechanic	Specialized Mechanics	Grounds Foreman Maintenance Foreman	Bus Driver
6	40,066	42,066	51,745	69,127	70,762	44,907
7	40,566	42,566	52,745	70,127	71,762	46,030
8	41,066	43,066	53,745	71,127	72,762	47,181
9	42,066	44,066	54,745	72,327	73,962	48,361
10	43,151	45,151	55,745	73,727	75,362	49,570
11	44,251	46,251	56,845	75,227	76,862	50,809
12	46,351	48,351	57,945	76,727	78,362	52,079
13	48,551	50,551	58,945	78,227	79,862	53,381
14	50,751	52,751	59,745	78,977	80,612	54,716
15	52,951	54,951	60,445	79,727	81,362	56,084
16	55,351	57,351	61,845	80,477	82,112	57,486
17	57,051	59,051	63,145	81,677	83,312	58,923

SCHEDULE "C"
HEALTH BENEFITS CONTRIBUTION

SINGLE COVERAGE (PERCENTAGE OF PREMIUM)

Salary Range	New Rate
35,000-39,999.99	9.00%
40,000-44,999.99	10.00%
45,000-49,999.99	12.00%
50,000-54,999.99	18.00%
55,000-59,999.99	21.00%
60,000-64,999.99	25.00%
65,000-69,999.99	27.00%
70,000-74,999.99	30.00%
75,000-79,999.99	31.00%
80,000-94,999.99	32.00%

FAMILY COVERAGE (PERCENTAGE OF PREMIUM)

Salary Range	New Rate
35,000-39,999.99	4.00%
40,000-44,999.99	5.00%
45,000-49,999.99	7.00%
50,000-54,999.99	10.00%
55,000-59,999.99	12.00%
60,000-64,999.99	15.00%
65,000-69,999.99	17.00%
70,000-74,999.99	20.00%
75,000-79,999.99	21.00%
80,000-84,999.99	22.00%
85,000-89,999.99	24.00%

MEMBER/SPOUSE/PARTNER (PERCENTAGE OF PREMIUM)

Salary Range	New Rate
35,000-39,999.99	5.00%
40,000-44,999.99	6.00%
45,000-49,999.99	8.00%
50,000-54,999.99	13.00%
55,000-59,999.99	15.00%
60,000-64,999.99	19.00%
65,000-69,999.99	21.00%
70,000-74,999.99	24.00%
75,000-79,999.99	25.00%
80,000-84,999.99	26.00%
85,000-99,999.99	28.00%