

MEMORANDUM OF AGREEMENT

TRENTON BOARD OF EDUCATION -and- MECHANICS AND LABORERS ASSOCIATION

March 27, 2023

The above-captioned parties, having reached a tentative settlement for a successor Collective Bargaining Agreement as set forth below, shall recommend the terms of this memorandum through their respective bargaining committees to the full Board of Education and the Association's general membership, and this memorandum shall be subject to ratification by the Board and the Association's general membership.

1. **Duration:** Four (4) years, July 1, 2020 through June 30, 2024.
2. **Salary Increases:** Effective July 1, 2020 through June 30, 2021: 3%
Effective July 1, 2021 through June 30, 2022: 3%
Effective July 1, 2022 through June 30, 2023: 3%
Effective July 1, 2023 through June 30, 2024: 3%
All increases shall be inclusive of increment and will be distributed on mutually acceptable salary guides.
3. **Vacations:** On or before September 1, 2022, TBOE shall pay to each employee an amount equal to the value of all vacation days credited to the employee as of June 30, 2022 such that each employee will begin the July 1, 2022 to June 30, 2023 school year with a balance of zero (0) vacation days.

Beginning July 1, 2022, vacation days shall be used by each employee in the school year in which the days are earned, hereinafter referred to as Year 1. The exception to the rule is as follows: if an employee's request to use a Year 1 vacation day or days in Year 1 is denied by the employee's supervisor in writing, the supervisor shall give the employee written permission to carry over such day(s) to the next successive school year, Year 2, and the employee shall use the carried over vacation day(s) in Year 2. However, if the employee's request to use the Year 1 carry over days in Year 2 is denied by the supervisor, the employee is permitted to carry over those Year 1 vacation days one more year to Year 3. The employee must use Year 1 carry over vacation days in Year 3. The employee is not permitted to carry over Year 1 vacation days beyond Year 3.

In Year 2 or Year 3, an employee shall carry over vacation days first.

Newly hired employees shall earn vacation days at a rate of 2 days per month up to a maximum of twelve (12) days during their first year of employment. Employees are entitled to use the days after they have been accrued.

4. The Preamble should be revised to read as follows:

This Agreement, by and between the Board of Education of the City of Trenton, County of Mercer and the United Brotherhood Carpenters and Joiners of America, Local Union #254; International Union of Painters & Allied Trades, AFL-CIO, District Council 711; the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local Union #9; the International Hod Carriers and Common Laborers Union, Southern District Council, Local Union #77; the International Brotherhood of Electrical Workers Local Union #269; and the Bricklayers and Allied Craft Workers Local Union #5, shall commence and be in effect from the first day of **July 2020** until the thirtieth day of **June 2024**.

5. The Recognition clause shall be revised to read as follows:

The Board agrees to and hereby recognizes the United Brotherhood of Carpenters and Joiners of America, Local Union #254; International Union of Painters & Allied Trades, AFL-CIO, District Council 711; the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local Union #9; the International Hod Carriers and Common Laborers Union, Southern District Council, Local Union #77; the International Brotherhood of Electrical Workers Local Union #269; and the Bricklayers and Allied Craft Workers Local Union #5 as the negotiating agents for the purpose of collective negotiations and in all matters relating to terms and conditions of employment on behalf of all employees in the titles set forth below:

Plumbers
Carpenters
Electricians
Laborers
Masons
Painters

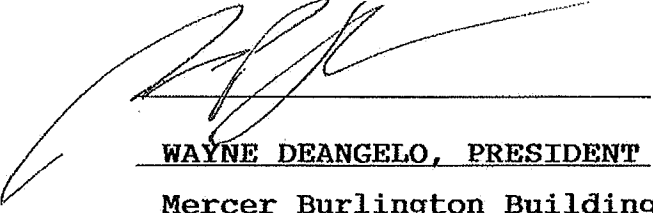
This Agreement does not address the terms and conditions of employees covered under other collective bargaining units not set forth above, and managerial, supervisory and confidential employees within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. (hereinafter "the Act").

6. Article V, Section A shall be revised to read as follows:
- The employees covered by this contract shall be entitled to 15 paid holidays, which holidays shall be mutually agreeable to the Board and the Association.
7. Article VIII, Section A, Paragraph 4 shall be revised to read as follows: (section A re-printed below)
- A. (1) During the term of this Agreement, the District shall provide medical benefits that are equal to the benefits in place at the execution of the agreement. All employees shall contribute to their health insurance premium in accordance with Tier 4 of P.L. 2011, Chapter 78 throughout the life of this agreement.
- (2) Employees hired on or [after] July 1, 2012 shall maintain the benefits they receive at the execution of the agreement, subject to Chapter 78, PL. 2011 premium contributions or other State law.
- (3) Employees hired after July 1, 2012 shall receive HMO medical coverage only, subject to Chapter 78 P.L. 2011 premium contributions. Should the employee hired after July 1, 2012 wish to buy up to a PPO plan, he/she shall be able to do so at his/her own cost.
- (4) {NEW} Employees hired after [on/after] July 1, 2020 shall receive medical coverage subject to Chapter 44 premium contributions.
- (5) For any employee who retires at the age of 55 or older with twenty-five (25) years of service in the District, the Board shall pay the premium for individual coverage under current medical plans with expenses in excess of \$2,500 until eligible for Medicare and subject to any premium contribution required by State law at the time of retirement and subject to any contributions required by state law.
8. Article IX, C.(2) shall be revised to read as follows:
- (2) An employee hired after June 30, 2012 and retiring after twenty (20) or more years of service with the Board, shall be paid the sum of one third (1/3) of his/her accumulated sick days times his/her per diem salary. The maximum amount payable shall be fifteen thousand dollars (\$15,000).
9. Article X shall be revised to read as follows:
- Employees temporarily assigned as foreman for five (5) or more consecutive workdays, excluding weekends or holidays unless those days are worked, shall be paid at the appropriate step/rate on the foreman's salary guide for such time served.
10. Article XV shall be revised to read as follows (full section re-printed below)
- A. Should any provision of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. Memos communicating information to employees sent by the Administration shall be posted on the Bulletin Board in the Maintenance Shop.
- B. Following contract expiration, increments shall not be paid unless and until the parties reach a successor contract.

11. All amendments to existing agreement will be retroactive to July 1, 2020.
12. All provisions of the 2015-2020 Agreement shall be continued without change into the successor agreement except as set forth herein.
13. Any proposal made by either party that is not included herein are deemed withdrawn by the party who submitted the proposal.
14. This agreement is subject to ratification by the Association and by the Board of Education.

For TRENTON MECHANICS & LABORERS

For TRENTON BOARD OF
EDUCATION



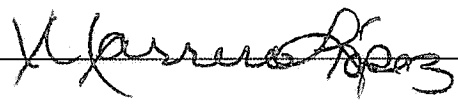
WAYNE DEANGELO, PRESIDENT

Mercer Burlington Building

Trades (Mechanics & Laborers

Association)

Dated: 3/22/23



Dated: _____

MEMORANDUM OF AGREEMENT
Between Trenton Board of Education
And Trenton Mechanics and Laborers Association

January 6, 2017

The above-captioned parties, having reached a tentative settlement for a successor Collective Bargaining Agreement as set forth below, shall recommend the terms of this memorandum through their respective bargaining committees to the full Board of Education and the Association's general membership, and this memorandum shall be subject to ratification by the Board and the Association's general membership.

1. Duration: This Agreement shall be effective July 1, 2015 and continue in existence through June 30, 2020.
2. Salary Increases: Salaries shall be increased retroactively to July 1, 2015 as follows for all staff:
 - 2.0% in 2015-2016
 - 2.0% in 2016-2017
 - 2.2% in 2017-2018
 - 2.2% in 2018-2019
 - 2.2% in 2019-2020
3. Article V, Paragraph A - Delete and replace with the following:

"The employees covered by this contract shall be entitled to 14 paid holidays, which holidays shall be mutually agreeable to the Board and the Association."
4. Article VI -Paragraph A(3) - Change "Executive Administrator of Buildings and Grounds" to "Office of Talent Acquisition and Development".
5. Article VI -Paragraph C. Add the following sentence at the end of the paragraph:

"Proof of death in the form of, for example, copy of obituary, funeral card, letter from funeral director, or death certificate, etc., must be provided to the Office of Talent Acquisition and Development within 5 working days of return to work."
6. Article VI - Paragraph G - Change title of paragraph from "Furlough" to "Leave of Absence without Pay".

7. Article VIII - Medical Benefits - Paragraph A(1) - Add the following sentence at the end of the paragraph:

"All employees shall contribute to their health insurance premium in accordance with Tier 4 of P.L. 2011, Chapter 78 throughout the life of this agreement."

8. Article VIII - Medical Benefits - Paragraph A(3) - Delete only the last sentence of paragraph A(3).

9. Article VIII - Medical Benefits - Paragraph A(5) - Delete paragraph.

10. Article VIII - Medical Benefits - Paragraph G - Delete and replace with the following:

"Effective July 1, 2017, all employees who waive health insurance and/or prescription insurance shall receive 25% or \$5,000, whichever is less, of the cost of the premium for their current plan coverage. Employees who choose to waive insurance must reapply each year. Proof of other insurance coverage must be submitted with each request for a waiver."

11. Article XII - Vacations - Paragraph B - Replace "Executive Administrator of Buildings and Grounds" with "Supervisor of Buildings and Grounds".

12. All other proposals not incorporated herein shall be deemed withdrawn by the party who submitted such proposal.

13. All provisions of the 2012-2015 agreement shall be continued without change into the successor agreement except as set forth herein.

14. The terms of this memorandum shall not be disclosed to anyone other than members of the Board/administration and members of the Association until after ratification.

15. A duplicate of this memorandum has been furnished to and received by representatives of the parties.

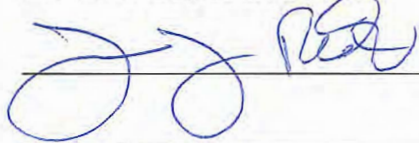
16. This Agreement is subject to approval by the State Monitor.

This Memorandum of Agreement is 3 pages in length and is dated January 6, 2017.

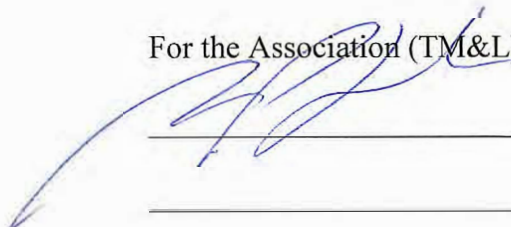
Approved by State Monitor:

Hi w:nLtLO
Dr. Lester Richens

For the Board of Education:



For the Association (TM&L):



AGREEMENT

Between

**MERCER COUNTY and VICINITY BUILDING
AND CONSTRUCTION TRADES COUNCIL
{MECHANICS AND LABORERS}**

And

TRENTON BOARD OF EDUCATION

July 1, 2011 -June 30, 2015

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PREAMBLE

THIS AGREEMENT, by and between the Board of Education of the City of Trenton, County of Mercer and the United Brotherhood of Carpenters and Joiners of America, Local Union #254; International Union of Painters & Allied Trades, AFL-CIO, District Council 711; The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local Union #9; the International Hod Carriers and Common Laborers Union, Southern District Council, Local Union #77; the International Brotherhood of Electrical Workers Local Union #269; and the Bricklayers and Allied Craft Workers Local Union #5, shall commence and be in effect from the first day of **July, 2011** until the thirtieth day of **June, 2015**.

RECOGNITION CLAUSE

The Board agrees to and hereby recognizes the United Brotherhood of Carpenters and Joiners of America, Local Union #254; International Union of Painters & Allied Trades, AFL-CIO, District Council 711; The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local Union #9; The International Hod Carriers and Common Laborers Union, Southern District Council, Local Union #77; the International Brotherhood of Electrical Workers Local Union #269; and the Bricklayers and Allied Craft Workers Local Union #5 as the negotiating agents for the purpose of collective negotiations and in all matters relating to terms and conditions of employment on behalf of all employees in the titles set forth below:

- Plumbers Carpenters
- Electricians
- Laborers
- Masons
- Painters.

This Agreement all employees covered under other collective bargaining units not set forth above, and managerial, supervisory and confidential employees within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34: 13A-1 et. Seq. (hereinafter "the Act").

ARTICLE I
NEGOTIATIONS PROCEDURES

A. The Trenton Board of Education or the Unions, if desiring changes in this Agreement, must notify the other party on or before December 1, of any year. Said changes, if agreed upon, shall become effective July 1 of the following year. However, changes may be made at any time by mutual consent.

B. No changes or modifications shall be requested or recognized by either party hereto prior to expiration of the within Agreement, except as provided in subsection A of this Article.

ARTICLE II
DUES DEDUCTIONS

A. The Board agrees to deduct, upon receipt of a voluntary written authorization, the working dues in the amount of as set forth by the Union Hall. The form authorizing the deduction is to be kept on file by the Union, with a copy sent to the Board.

B. As to each authorizing employee, the deduction and payment herein provided shall be made only if the Board has received a signed authorization form.

C. The sums so deducted shall be due and payable to the Union by the Fifteenth (15th) of each month.

D. Maintenance employees shall be required to maintain, in their respective Unions, membership *in* good standing during the term of this Agreement. Membership in good standing is defined as the tender, when due, of the assessments and dues uniformly required.

E. The Union shall indemnify and hold the Board, its agents, servants and employees, harmless from any and all claims arising from the dues deduction procedure.

ARTICLE III
NO STRIKE CLAUSE

There shall be no stoppage of work either by strike or lockout. A committee of three (3) representing the employees, shall meet within twenty-four (24) hours to resolve any differences.

ARTICLE IV
HIRING HALL CLAUSE

The Board agrees that when hiring any classification of employee covered by the Agreement, it will notify the Union Representative who is employed by the Board. The respective Union(s) shall refer to the Board, on a non-discriminatory basis, qualified applicants for employment. The Board has the right to reject any and all candidates.

ARTICLE V
HOLIDAYS

A. Employees shall receive fourteen (14) paid holidays (or days celebrated as such) as follows:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Floating Holidays (2)

B. Any employee required to work on the above specified holidays will be paid at double time.

C. If members of the negotiations unit work a holiday, on which school is in session, said member shall receive a personal day. If members request to use a personal day is denied, he or she shall receive 8 hours pay.

ARTICLE VI
LEAVE POLICIES

A. Sick Leave

1. Employees shall be allowed twelve (12) days sick leave per year with full pay earned at a rate of one per month. All permanent full-time employees shall be permitted unlimited accumulation

of all unused allowable sick days. An employee whose contract is effective after the beginning of the year shall be allowed one (1) day per sick leave for each remaining month of annual contract period.

2. Sick leave is hereby defined to mean the absence from duty of any fulltime employee because of personal disability due to illness or injury or an account of being quarantined due to the presence of a contagious disease in the immediate household.

3. Employee taking short term sick *leave* - three (3) consecutive days or more shall, immediately upon return to work, present to the Executive Administrator of Buildings and Grounds, a written physician's certificate of illness and/or disability. The physician's certification shall be completed on the form provided by the District.

B. Illness in Immediate Family

Three (3) days per year shall be allowed for illness in the immediate family.

C. Death in Family and Others

Five (5) successive calendar days, with full pay, shall be allowed for death in the immediately family and one (1) day off, per year, for the death of another. The term "immediate family" shall mean wife, husband, father, mother, child, brother, sister, or other relative who at the time of death is a member of the same household.

D. Personal Business or Religious Holidays

Three (3) days per year shall be allowed for other personal business. Days not used in the school year shall be forfeited. Requests for personal business days shall be submitted, in writing, to the Executive Administrator of Buildings and Grounds, one (1) day in advance.

E. Court Order

Absence by reason of subpoena shall result in no deduction from salary, provided the subpoena is filed with the Assistant Superintendent for Business Administration/Board Secretary, except where the employee is a party to the suit, in which case full deduction shall be made.

F. Jury Duty

Employees subpoenaed for jury duty shall *receive* full pay, less the fee received for such services.

G. Furlough

Leave of absence, with loss of pay, may be granted by the Board of Education for a period of up to *twelve* (12) months.

H. Return from Leave

Employees returning to work after an authorized *leave* of absence shall be returned to the same or similar position held at the time leave was granted.

ARTICLE VII

LONGEVITY

A. (1) Employees hired on or before July 1, 2012 shall be entitled to longevity increment for years of service, according to the following schedule:

Twenty (20) years - \$600
Twenty-five (25) years - \$600
Thirty (30) years - \$600
Thirty-five (35) years - \$600

(2) Employees hired after July 1, 2012 shall be entitled to longevity increment for years of service, according to the following schedule:

Twenty-five years-\$200
Thirty years-\$250
Thirty Five years-\$300

B. In determining the total years service for longevity, the time shall commence with the first date of employment, providing employment was continuous.

C. Employees acquiring the above years of service, at anniversary date only and not retroactive before July 1, 1980.

ARTICLE VIII

MEDICAL BENEFITS

A. (1) During the term of this Agreement, the District shall provide medical benefits that are equal to the benefits in place at the execution of the agreement.

(2) Employees hired on or *above* July 1, 2012 shall maintain the benefits they receive at the execution of the agreement, subject to Chapter 78, PL. 2011 premium contributions or other State law.

(3) Employees hired after July 1, 2012 shall receive HMO medical coverage only, subject to Chapter 78 P.L. 2011 premium contributions. Should the employee hired after July 1, 2012 wish to buy up to a PPO plan, he/she shall be able to do so at his/her own cost. After three years of continuous employment *with* the District, the employee may elect to receive the PPO without paying the difference between the HMO and the PPO.

(4) For any employee who retires at the age of 55 or older with twenty five (25) years of service in the District, the Board shall pay the premium for individual coverage under current medical plans with expenses in excess of \$2,500 until eligible for Medicare and subject to any premium contribution required by State law at the time of retirement and subject to any contributions required by state law.

(5). Employees shall have the option to enroll in the Aetna (formerly Healthways) Plan, in lieu of coverages described *above*, provided that there shall be no additional cost to the Board for such enrollment and that any premium cost beyond what the premium cost would be for enrollment under the above-described coverages will be borne by the employee through payroll deduction plan.

B. An employee who is absent because of injury by accident arising out of and in the course of his employment shall be entitled to Worker's Compensation Benefits, as provided by statute and as *covered* by Worker's Compensation Benefits, as provided by statute and as covered by Worker's Compensation Insurance. Such an employee shall be entitled to the differences between the weekly Workmen's Compensation rate and the amount of his salary on account of temporary disability, as defined by the Worker's Compensation Act for a period not to exceed one (1) year for each accident.

C. Employees may arrange for dental coverage at employee's expense, and the Board will cooperate arranging payment through payroll deductions.

D. The Trenton Board of Education hereby agrees to maintain existing health benefits for all employees. At such time as the Trenton Board of Education chooses to and has the legal ability to enter the State Health Benefits Plan, the Bargaining Unit covered herein agrees that all employees shall be covered by the State Health Benefits Plan pursuant to the terms of that Plan.

E. Board pays cost of vision subject to any contribution costs required by state law.

F. Board shall also provide dental coverage at Eastern Dental plan *level* and provide employee other option to buy up to Delta Dental through payroll deduction subject to any contributions costs required by state law.

G. Employees hired after July 1, 2012 shall be entitled to 25% of the health care premium or \$5,000, whichever is less, if he/she opts out of medical benefits.

ARTICLE IX RETIREMENT

A. Employees shall be entitled to membership *in* the Public Employees' Retirement System of the State of New Jersey and all extended privileges to which they are entitled by virtue of their membership in this Fund.

B. An employee retiring for age shall comply with all applicable statutes and regulations, particularly *N.J.S.A. 43:15A-43*.

C. (1) An employee hired on or before June 30, 2012 and retiring after twenty (20) or more years of service with the Board, shall be paid the sum of one third (1/3) of his/her accumulated sick days times his/her per diem salary. The maximum amount payable shall be fifteen thousand dollars (\$15,000).

(2) An employee hired after June 30, 2012 and retiring after twenty (20) or more years of service with the Board, shall be paid the sum of one third (1/3) of his/her accumulated sick days times his/her per diem salary. The maximum amount payable shall be ten thousand dollars (\$10,000).

ARTICLE X SUBSTITUTION FOR FOREMAN

Employees temporarily assigned as foreman for more than five (5) consecutive work days shall be entitled to pay at the appropriate step on the foreman's salary guide retroactive to the first day of their assignment.

ARTICLE XI TARDINESS POLICY

A. Any employee who is tardy, according to the schedule of the school or department to which he is assigned, three (3) times in a school year, shall receive from his immediate supervisor a written communication setting forth the dates of tardiness and a notification that continuance of such tardiness shall result in disciplinary action.

B. Should an employee's tardiness continue to the point of five (5) *times in* a given school year, money equal to one-half (.5) day's pay shall be deducted from the employee's income. Similar

deductions shall be made for each multiple of five (5) additional incidents of tardiness in any given school year.

C. The calculations for salary deductions, as provided in subsection B of this Article, shall be as follows:

10 month employee $\frac{\text{Annual Salary} \times (.5)}{200} = \text{deduction}$

12 month employee $\frac{\text{Annual Salary} \times (.5)}{240} = \text{deduction}$

D. Any exception to this policy may be granted only by the Superintendent of Schools.

ARTICLE XII

VACATIONS

A. Permanent employees shall be granted annual vacation leave, with pay, according to the following schedule:

Up to 1 Year 1 Day per Month

After Completion 1 year & up to 101 Days
Completion of 5th year on Anniversary date
(which is the date of hire)

After Completion 5th year & up to 15 Days
Completion of 15th year on Anniversary date
(which is the date of hire)

After: -1.5_Years_____20_Days_____

Newly hired employees shall earn one (1) vacation day per month for a maximum of 10 vacation days during the first school year of employment.

B. Vacations shall be taken the year in which earned. If due to workload this cannot be accomplished, vacation may be accumulated and taken in the next successive year only, with the written permission of the Executive Administrator of Buildings & Grounds. Under no circumstances shall any accumulation be carried beyond the year in which it was earned.

C. No vacation allowance shall be granted to employees who resign from their position before the end of the school year. However, vacation allowance will be granted those whose retirement is

effective before the end of the school year, providing they have worked seven (7) months out of twelve (12).

ARTICLE XIII WORKWEEK

A. Five (5) days shall constitute a week's work, Monday through Friday. Daily hours (8-1/2 including a thirty (30) minute lunch) shall be scheduled between the hours of seven (7:00) a.m. and four-thirty (4:30) p.m. Workers shall *receive* eight (8) hours pay at the regular hourly rate for eight (8) hours worked.

B. When the Board elects to have multiple shifts of a least three (3) days duration:

1. Daily hours (8-1/2 including a thirty (30) minute lunch) for the first shift (day shift) shall be scheduled between the hours of seven (7:00) a.m. and four-thirty(4:30) p.m. Workers on the day shift shall receive eight (8) hours pay at the regular hour rate for eight (8) hours worked.

2. Daily hours (8-1/2 including a thirty (30) minute lunch) for the second shift (swing shift) shall be scheduled between the hours of three-thirty (3:30) p.m. and one (1:00) a.m. Workers on the swing shift shall *receive* eight (8) hours pay at the regular hour rate for eight (8) hours worked plus ten percent (10%).

3. Daily hours (8-1/2 including a thirty (30) minute lunch) for the third shift (graveyard shift) shall be scheduled between the hours of eleven-thirty (11:30) p.m. and eight-thirty (8:30) a.m. Workers on the third shift shall receive eight (8) hours pay at the regular hour rate for eight (8) hours worked plus ten percent (10%).

C. Voluntary assignment to the second or third shifts shall be done in the order of seniority, provided the employee is qualified for the job. Involuntary assignment to the second or third shifts shall be done in the inverse order of seniority, provided that the employee is qualified for the job. Notwithstanding the foregoing, any Union may *provide* that the Board adopt a different rotation schedule for assignments for the craft which such Union represents, and that rotation schedule will be implemented if the Board agrees to do so.

D. There shall be no pyramiding of *overtime* rates and the applicable *overtime* rate of one and one-half or double times the straight rate shall be the maximum compensation for any hours worked.

E. *Overtime*, on weekdays and Saturdays shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. Double-time on Sundays, holidays and on weekdays

and-Saturdays if an employee who has already returned home is called back. Overtime is defined as time worked beyond the scheduled daily hours.

ARTICLE XIV **TEMPORARY EMPLOYEES**

A. The unions agree to make available to the School Board and the School Board agrees to use in hiring temporary employees from each Union, the appropriate prevailing scales.

B. Wages and fringe benefits for all temporary employees shall be the prevailing wage for each trade, for Trenton, New Jersey, as established by the New Jersey Department of Labor and Industry, Division of Wage and Hour.

C. It is agreed by and between the parties hereto, that all temporary employees in the job classifications covered by this Agreement shall be provided by and hired from the Union's signatory hereto.

D. Temporary employees shall receive the wage rate specified in the then current Collective Bargaining Agreement in force for such employees' particular trade.

E. The Board shall, for each temporary employee, pay all fringe benefits contributions specified in the then current Collective Bargaining Agreement in force for such employees' particular trade.

F. All fringe benefits contributions, including dues check-off where required, shall be forwarded by the Board to the designated agent for collection of such contributions on a monthly basis.

ARTICLE XV **MISCELLANEOUS**

Should any provision of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. Memos communicating information to employees sent by the Administration shall be posted on the Bulletin Board in the Maintenance Shop.

ARTICLE XVI **GRIEVANCE PROCEDURE**

A. Definitions

1. A Grievance is a claim by an employee or the MBCBTC, based upon the interpretation, operation, application or performance of the terms of this Agreement, policy and administrative decision, or relating to wages, hours, conditions of employment or any complaint, controversy, dispute or grievance involving a claimed breach of any of the terms or conditions of this Agreement, shall be handled in the following manner:

2. An "aggrieved person" is the person(s) or the MBCBTC making the claim.

3. A "party of interest" is the person(s) making the claim and any person including MBCBTC or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem which may from time to time arise affecting terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any *level* of the procedure.

C. Procedure

(1). Level One - Immediate Supervisor

An employee with a grievance shall first discuss it with the principal or immediate supervisor, and the MBCBT designated representative, with the objective of resolving the matter informally. This discussion will be identified as an informal grievance and the date noted and initialed by the parties. A decision shall be rendered within five (5) work days.

(2). Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing with the MBCBTC within *five* (5) work days after the decision at Level One or ten (10) work days after the grievance is presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the MBCBTC shall refer it to the Superintendent of Schools, or his/her designee. A decision shall be rendered within ten (10) working days.

(3). Level Three - Board *level*

a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or in the *event* no decision has been rendered by the Superintendent within ten (10) work days after the grievance was filed with the Superintendent, he/she may request the MBCBTC to appeal the grievance to the Board. The MBCBTC may take the appeal by notifying the Superintendent, or his/her designee in writing. If the MBCTBC determines the grievance is meritorious.

b. The Board or designated hearing officers will review the grievance with the grievant and MBCBTC representatives present solely for the purpose of reviewing the accuracy of the facts presented. The hearing officer shall hold such hearing within thirty (30) work days from the submission of the appeal from Level Two and present a written recommendation to the Board within fifteen (15) work days from the date of the hearing. Any evidence not presented at the previous level must be presented to other party five (5) days prior to the Level III hearing.

c. The Board shall render a written decision on the grievance within twenty (20) work days after the recommendation of the hearing officer is presented to the Board and a copy of each decision shall be immediately forwarded to the MBCBTC which shall notify the grievant.

d. The Board shall not be required to hold a special meeting to comply with times specified in Level Three (a, b, c) provided that not more than forty (40) work days shall elapse between the filing of the grievance at Level Three and the Board's decision.

D. Level Four-Arbitration

(1). If the aggrieved person is not satisfied with the disposition of this grievance at Level Three, or if no decision has been rendered within forty (40) work days after the grievance was *delivered* to the Board, he/she may, within ten (10) work days after the written decision by the Board or forty (40) work days after the grievance was delivered to the Board whichever is sooner, request in writing that the MBCTBC submit the grievance to arbitration. If the MBCBTC determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person and the Board shall be so notified.

(2). The parties shall then be bound by the rules and procedures of the New Jersey State Board of Mediation or Public Employment Relations Commission in the selection of an arbitrator.

(3). The Arbitrator so selected shall confer with the representatives of the Board and the MBCBTC and hold hearings promptly and shall issue his/her decision normally not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been *waived*, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the MBCBTC and shall be final and binding on the parties. The arbitrator shall be limited to the issue(s) submitted to

him/her and shall consider nothing else. He/she can add nothing to, nor subject anything from, the Agreement between the parties.

(4). The costs for the services of the arbitrator, including per diem expenses, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the MCBTC. Any other expense incurred shall be paid by the party incurring same.

E. Time Limit

Any grievance must be filed within thirty (30) days of the time the aggrieved party knew or should have known of the alleged grievance.

ARTICLE XVII PAYCHECKS

Equal paychecks shall be issued to members of the Association on the 15th and last day of the month. All members are required to sign up for direct deposit unless they certify in writing that they do not have the banking ability to receive their pay via direct deposit.

ARTICLE XVIII PROBATION PERIOD

A. Any new employee shall be considered probationary for **ninety (90) days** from date of hire. At the completion of his/her probationary period, the employee's seniority shall be computed back to his/her original date of hire.

B. During the probationary period an employee may be discharged or disciplined by the Board for just cause without recourse by the Union.

C. The Board and the Union, by mutual consent, may extend in any given case, the probationary period, which in no event shall exceed thirty (30) additional calendar days.

D. Probationary employees shall be allowed all rights under the terms and conditions of this Agreement, except as set forth above. All probationary employees of the appropriate job title will start at the minimum salary based upon the salary guide in effect.

ARTICLE XIX

UNIFORMS

If the Board requires an employee to wear a uniform including special shoes, the Board shall provide the uniform at the Board's expense.

ARTICLE XX

DISCIPLINE PROCEDURES

A. Any new employee shall be considered probationary for 90 days from date of hire. At the completion of his/her probationary period, the employee's seniority shall be computed back to his/her original date of hire.

8(1). Dismissal and Discipline Procedure

For any action that does not call for immediate dismissal the following will be the procedure:

- (a) 1st Offense - Written warning with written notification to the Association.
- (b) 2nd Offense - Administrative suspension up to five (5) days without pay with notification to the Association with a copy to the employee's personnel file.
- (c) 3rd Offense - May be an administrative recommendation of increment withholding to the Board with notification to the Association with copy to employee's personnel file.
- (d) 4th Offense - May be an administrative recommendation of dismissal of the Board with notification to the Association with copy to employee's personnel file.

All disciplinary matters are subject to the Grievance Procedure should be included as a separate Section C set forth in:

8(2) (a) The procedure outlined above shall apply to separate categories of offenses per year. However, if the matter involves an allegation of criminal activity or affects the health, safety or welfare of student(s) or another employee(s), it shall proceed immediately to the procedure set forth for the 3rd or 4th offense, as set forth in paragraph B(l)(c) or (d), above, at the discretion of the Executive Director of Buildings and Grounds.

(b) Such matters involving allegations of criminal activity or which effect the health, safety and welfare of students or other employee(s), shall include, but are not limited to the following: possession, use or distribution of controlled dangerous substance; child molestation; incidents involving alcohol, fighting (physical altercations) stealing, falsification of reports/timesheets/etc., which occur either at worksite or during the work day.

8(3). Notwithstanding that generally speaking a determination as to whether an offense is a 1st, 2nd, etc. offense applies to incidents involving similar offense in a prior school year when determining what *level* of disciplinary action to take, as set forth in paragraph 8(1) above.

C(1). All disciplinary matters are subject to the grievance procedure set forth in Article XVI of this contract, including binding arbitration. However, if any employee has acquired tenure, any reduction in salary or dismissal shall be done in accordance with tenure procedures set forth in the Education Law, instead of binding arbitration.

C(2). Any appeal from the imposition of discipline for the first or second offense as set forth in B(1)(a) or (b) of this Article shall commence at Level 2 of the grievance procedure set forth in Article III of this contract. Any challenge to a recommendation of discipline as a 3rd or 4th offense as set forth in B(1)(c) or (d) of this Article shall commence at the Board of Education level as set forth in Level 3 of the grievance procedure *in* Article XVI of this contract.

SCHEDULE "A"

SALARY GUIDE

<u>TITLE</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
PLUMBER/F	\$83,113	\$84,775	\$86,471
PLUMBER/J	\$78,668	\$80,241	\$81,846
- LABORER/F	\$68,910	\$70,288	\$71,634
- LABORER/J	\$64,475	\$65,765	\$67,080
-- CARPENTER/F	\$79,997	\$81,597	\$83,229
- CARPENTER/J	\$75,562	\$77,073	\$78,614
ELECTRICIAN/F	\$84,438	\$86,127	\$87,950
ELECTRICIAN/J	\$79,997	\$81,597	\$83,229
MASON/F	\$81,779	\$83,415	\$85,083
MASON/J	\$76,599	\$78,131	\$79,694
- PAINTER/F	\$75,124	\$76,626	\$78,159
- PAINTER/J	\$70,695	\$72,109	\$73,551

F = FOREMAN

J = JOURNEYMAN

2% INCREASE FOR THE 2012-2013 YEAR

2% INCREASE FOR THE 2013-2014 YEAR

2% INCREASE FOR THE 2014-2015 YEAR

SCHEDULE "B" Negotiated Sidebar Agreement

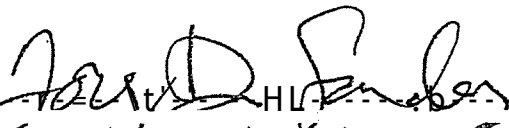
The Unions agree and acknowledge that the Board has established an Affirmative Action Plan, and that they will refer a sufficient number of qualified minority applicants so as to reasonably permit the Board, over time, to meet its long-term Affirmative Action goals for the skilled mechanics component of its maintenance workforce. In the event a Union does not refer a sufficient number of qualified minority applicants for the Board's consideration, the Board shall have the right to request the referral of minority applicants. Such request(s) shall be honored by the respective Union(s). A committee will be established, consisting of union members, administration and Board members, to create opportunities for students in Trenton Public Schools to become apprentices in the Local Union.

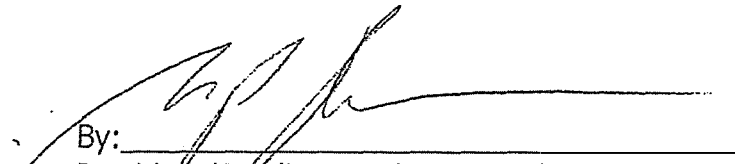
SCHEDULE "C" Negotiated Sidebar Agreement

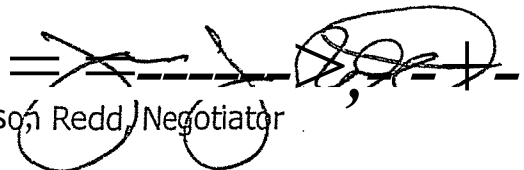
The Executive Administrator of Buildings and Grounds shall dispatch a mechanic of the appropriate trade to a building where an outside contractor is working, for the amount of time the Executive Administrator of Buildings and Grounds determines to be appropriate to observe the work to be performed.

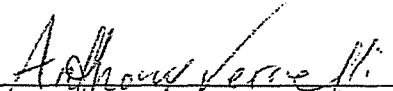
BOARD OF EDUCATION OF THE
CITY OF TRENTON

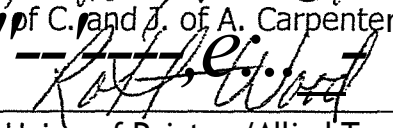
TRENTON MECHANICS AND LABORERS

By: 
Tobias Sanders, Board President

By: 
President/Building Trades Council

By: 
Jason Redd, Negotiator

By: 
Anthony Vercarelli, Int'l Union of Painters/Allied Trades D.C.711

By: 
Robert E. Wood, Int'l Union of Painters/Allied Trades D.C.711

By YJ8(ZZ)
United Association of Journeyman and App.
Plumbing and Pipefitting Industry Local Union #9

By: L
International Hod Carriers and Common Laborers
Union, Southern District Council Local Union #77

By: W. J. Albert
International Brotherhood of Electrical Workers
Local Union #269

By: Joe J. Hall
Bricklayers and Allied Crafts Workers
Local Union #5

Date: 1/4/44

Date: Oct 1, 1944