

AGREEMENT  
JULY 1, 2003 through JUNE 30, 2006  
  
between the  
  
BOARD OF EDUCATION  
  
of the  
  
TOMS RIVER SCHOOLS  
  
and the  
  
THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

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## PREAMBLE

This agreement entered into the first day of July 2003 by and between the Board of Education of the Toms River Regional School District, Dover Township, New Jersey, hereinafter referred to as "The Board" and the International Brotherhood of Teamsters, hereinafter referred to as "The Association".

## ARTICLE 1 - RECOGNITION

A. The Board hereby recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment under Chapter 123, P.L. of N.J., 1974, for all personnel regularly employed on behalf of the following unit:

Tradesmen  
Carpenters  
Electricians  
Electronics  
Glazier  
HVAC Technicians  
Locksmiths  
Masons  
Painters  
Plumbers  
Sign Shop  
Warehousemen  
General Maintenance  
Computer Service Technicians

Excluding Substitutes, Part-time Employees, Supervisory and all other personnel.

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

C. Effective July 1, 1995, all tradesmen will have their speciality as part of their recognition title. Any tradesman hired prior to July 1, 1995, will retain seniority as a tradesman. Any employee hired after July 1, 1995, will accrue seniority in their speciality area only.

D. Job Description for Computer Service Technicians:

1. Maintain and repair of existing network infrastructure from router to desktop
2. Maintain, install and repair the 4,000 district desktop computers
3. Install, maintain and repair all laptops, wireless laptops and wireless mobile labs
4. Install, maintain and repair district printers
5. Installation and maintenance of all new network infrastructures
6. Installation and maintenance of district security cameras

7. Assist during installation, maintenance and repair of Video On Demand
8. Troubleshoot and repair end user problems for Data Programs
9. Maintain and support district media servers
10. Installation, maintenance and support of district TV systems including attaching to the Practec for Video on Demand support
11. Installation of all new optical fiber including maintenance of all existing optical fiber in our network

**ARTICLE 2 – NEGOTIATION PROCEDURE**

A. In accordance with Chapter 123, P.L. of N.J., 1974, the parties agree to enter into negotiations in good-faith effort to reach agreement governing the terms and conditions of employment.

B. Not later than November 1, 2005, the Board agrees to initiate negotiations with the Union over a successor Agreement. By the same date the Union agrees to present to the Board its proposals for the successor Agreement.

Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Union mutually agree to an extension of time.

C. All meetings between the parties shall be regularly scheduled whenever possible to take effect when the employees involved are free from assigned duties.

D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, P.L. of N.J., 1974, for the duration of this Agreement.

E. Facts, opinions, proposals and counterproposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding. The Board shall make available to the Union for inspection all pertinent records, data and information of the Toms River School District which are within the public domain.

F. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter 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 executed this Agreement.

G. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

**ARTICLE 3 – GRIEVANCE PROCEDURE**

A. Definition:

1. “Grievance” shall mean a complaint by a worker or group of workers or the Union based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting them.

2. A “grieved” is the person or persons making the claim.

3. A grievance to be considered under this procedure must be initiated in writing by the worker within thirty (30) calendar days from the time when the worker knew or should have known of its occurrence.

B. Procedure:

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

b. It is understood that employees shall, during and notwithstanding the dependency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. The Union may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Any employee who has a grievance shall discuss it first with the Supervisor in an attempt to resolve the matter informally at the level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he shall set forth his grievance in writing to the Assistant Superintendent specifying.

- a. The nature of the grievance
- b. The nature and extent of the injury, loss or inconvenience.
- c. The results of previous discussion.

d. His dissatisfaction with decisions rendered.

The Assistant Superintendent shall communicate his decision to the employee in writing within five (5) working days of receipt of the written grievance.

5. The employee, no later than five (5) working days after receipt of the Assistant Superintendent's decision, may appeal the Assistant Superintendent's decision to the superintendent of Schools.

The appeal to the Superintendent must be made in writing reciting the matter submitted to the Supervisor as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing to the employee and the Assistant Superintendent.

6. If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) working days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a Committee thereof, shall review the grievance and may hold a Hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Union and it is an alleged violation of the express terms of this Agreement and if the Union wishes review by a third party, they shall so notify the Board through the Superintendent within ten (10) working days of the Board's decision, except in the case of grievances involving any of the following points:

- a. Any matter for which the method of review is prescribed by law or any rule or regulation of the Commissioner of Education or State Statute or regulation such as, but no limited to, questions on tenure, increment denial or suspension.
- b. Any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by Chapter 123, P.L. of N.J., 1974.
- c. A complaint by an employee occasioned by the withholding of a salary increase or increment.

8. For those items specified as non-arbitrable, the Board shall, if requested by the grievant, meet and hear the grievant's position.

9. a. The following procedure will be used to secure the services of an arbitrator.

(1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) working days of either the initial request for arbitration or the second request, which comes later, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

C. Right of employees to representation:

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his options, by a representative selected or approved by the Union. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.

(2) When an employee is not represented by the Union in the processing of a grievance, the Union shall at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the

Assistant Superintendent's written decision made in response to a written grievance shall be given to the Union immediately.

(3) The Board and the Union shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

d. The parties shall be responsible for all costs incurred by each, and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one half(1/2).

#### **ARTICLE 4 - EMPLOYEE RIGHTS**

A. Pursuant to Chapter 123, P.L. of N.J., 1974, public employees included in the negotiation unit have and shall be protected in the exercise of the right, freely and without fear of penalty of reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under the cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly, discourage or deprive or coerce any worker in the enjoyment of any rights conferred by Chapter 123, P.L. of N.J., 1974, or other laws of New Jersey, or the Constitutions of New Jersey and the United States.

B. No worker shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Whenever any worker is required to appear before the Board or committee of members thereof concerning any matter which could adversely affect the continuation of that worker, in his employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview.

#### **ARTICLE 5 – UNION RIGHTS AND PRIVILEGES**

A. Pursuant to Chapter 123, P.L. of N.J., 1974, public employees included in the negotiating Union have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any

employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any worker in the enjoyment of any rights conferred by Chapter 123, P.L. of N.J., 1974 or others laws of New Jersey, or the Constitutions of New Jersey and the United States.

B. Whenever any representatives of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, or grievance procedure, he shall suffer no loss in pay.

C. Representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and the administration has been duly notified and approval has been secured. Said approval shall not be unreasonably withheld.

D. The Union shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use. (School mailboxes may be used for meeting notices, minutes, etc.)

E. A copy of all notices sent to members represented by this Union shall be sent to the Union Representatives at the same time.

#### **ARTICLE 6 – RIGHTS OF THE BOARD**

A. Except as otherwise provided in this Agreement and under the provisions of Chapter 123, P.L. of N.J., 1974, the Union recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Toms River School District to the extent authorized by law.

B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations; (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be

necessary to carry out the mission of the school districts in situations of emergency.

#### **ARTICLE 7 – SALARIES**

- A. The salary of each employee covered by this Agreement is set forth in Schedule A which is attached hereto and made a part of this Agreement.
- B. All Union members shall receive pay checks issued every two (2) weeks.
- C. When a payday falls on or during a school holiday, vacation or weekend, workers shall receive their paychecks on the last previous working day.
- D. All overtime will be paid according to the supplemental pay schedule.
- F. Any employee employed on or before February 1<sup>st</sup> will be considered to have one (1) year's experience on the following July 1<sup>st</sup>. Any employee employed after February 1<sup>st</sup>, will be considered a new employee on the following July 1<sup>st</sup>.

#### **ARTICLE 8 – HOURS OF EMPLOYMENT, HOLIDAYS AND VACATIONS**

- A. Work Shifts:
  - 1. Any employee working a shift that begins no earlier than 6:00 a.m. or terminates no later than 6:00 p.m. shall be considered on a day shift.
  - 2. The length of a day shift shall be eight (8) hours plus one-half (1/2) hour for lunch.
  - 3. Any employee working a shift that terminates after 6:00 p.m. shall be considered to be working a night shift.
  - 4. The length of a night shift shall be eight (8) hours, including one-half (1/2) hour for meals.
  - 5. The day shift and the night shift shall be permitted to have a maximum of two fifteen (15) minute breaks during the eight (8) hour shift.
- B. Scheduling present employees:
  - 1. The Board also has the authority for new hires in the Union as of March 1, 1995 to assign them to a flexible forty (40) hour seven (7) days work week an either a night or day shift. The scheduling shall be for a five (5) day consecutive work week.

C. All employees with more than one (1) year and less than seven (7) years of service shall be granted two (2) weeks vacation with pay, plus fifteen (15) paid holidays.

D. All employees with seven (7) years of service will be granted three (3) weeks of vacation with pay, plus fifteen (15) paid holidays. All vacations shall be with pay.

All employees with fifteen (15) years of service will be granted four (4) weeks vacation with pay, plus fifteen (15) paid holidays.

E. The days to be considered paid holidays for the 2003-2004 Contract Year will be negotiated with the Union prior to July 1, 2003.

F. No more than fifty (50%) percent of any division will be granted vacation at the same time.

#### **ARTICLE 9 – OVERTIME**

Overtime: Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after regular work hours; or any day other than provided in the regular work year. Those people on flex time should be paid overtime if the work day extends beyond eight (8) hours or their work week is beyond forty (40) hours.

- A. At the beginning of each school year (September 1), all employees must indicate whether or not they are available for overtime assignments.
  - 1. All overtime assignments will be made from the Availability List.
- B. All overtime will be rounded to the nearest fifteen (15) minutes at the end of each supplemental pay week. This will be remunerated at the rate of one and one-half (1 ½) times the hourly salary over forty (40) hours.
- C. All overtime remuneration shall be at the proper rate and consistent with the Fair Labor Standards Act, USCSA 29:201, et seq.
- D. In the event of an emergency call-in of an employee, there will be a guarantee of a minimum of two (2) hours.
- E. Overtime remuneration shall be at double time for Sunday work.

**ARTICLE 10 – SICK LEAVE**

A. Twelve (12) months employees shall be entitled to twelve (12) sick leave days per year. This shall be as of the first day of July whether or not they report for duty on that day. New employee’s sick leave will be provided on a day per month basis, depending on when they were hired.

B. Unused sick leave days shall be accumulated from year to year with no maximum limit.

C. The Board of Education may at its discretion request a Doctor’s certificate prior to payment of salary for sick leave used.

D. The Board, upon application, will consider hardship cases for extension of sick leave. However, any decision of the Board in such a case shall be final and binding.

E. Employees shall be given a written accounting of accumulated sick leave days no later than September 1<sup>st</sup> of each year.

F. All members, after twenty years of service in the district, will be paid, upon retirement, at the following rate for the unused sick leave:

2003-2004-\$110.00 per day – maximum 100 days

2004-2005-\$120.00 per day – maximum 100 days

2005-2006-\$135.00 per day – maximum 100 days

G. Should an employee die, while in active service as a member, the Board will pay the employee’s estate for any unused accumulated sick leave as provided in Board Policy in addition to any insurance death benefits to which the employee’s heirs may be entitled.

**ARTICLE 11 – INSURANCE PROTECTION**

A. As of the beginning of July 1, 2000 school year, the Board shall provide the health care insurance protection designated below:

1. Provision of the health-care program shall be detailed in master policies in accordance with the rules of the carrier, as agreed upon between the Board and Health Care Provider and shall include:

- a. Eligibility – Effective Date
- b. Important Information About Your Medical Plan

- c. Health Maintenance Organization
- d. Hospital Benefits
- e. Skilled Nursing Facility Benefits
- f. Surgical Benefits
- g. Anesthesia Benefits
- h. Assistant Surgeon Benefits
- i. Laboratory and X-Ray Benefits
- j. Radiotherapy Benefits
- k. Prescription Drug Benefits
- l. Emergency Accident Benefits
- m. Major Medical Benefits
- n. Medical Conversion Privilege
- o. General Limitations
- p. Medicare Eligibles
- q. Coordination of Benefits
- r. Payment of Benefits
- s. Termination of Insurance
- t. Benefit Extension
- u. Accident and Health Provisions
  - 1. Prescription Plan - \$5.00 co-pay for generic drugs and \$10.00 for name brands.
  - 2. Dental Plan – no deductible
  - 3. Optical – Family plan, \$10.00 co-pay to cover the annual costs of eye examinations, lenses and frames.

The Toms River Board of Education and the Association agree that the Board has the latitude to investigate and implement alternative carriers for prescription drugs, dental and major medical carriers to provide that all benefits and acceptability remain equal or better.

B. The Board and the Association shall provide to each Association member a description of the health-care insurance coverage provided under this Article no later than the beginning of the 2000 school year, which shall include a clear description of conditions and limits of coverage as listed above.

C. The insurance protection becomes effective six(6) months after the date of employment.

D. Any employee on an "off payroll status will be billed for medical coverage on a per diem basis except in circumstances specifically mandated by the applicable Family Leave Act as requiring employer contribution.

E. Subject to approval by the Carrier, retirees shall be permitted by advance payment to purchase group health insurance at the group rate, at no cost to the Board of Education at the COBRA rate.

#### **ARTICLE 12 – TEMPORARY LEAVE OF ABSENCE**

A. Employees are entitled to the following non-accumulative leave of absence with full pay each year:

1. Employees are entitled to three (3) days of personal leave, subject to advance notice and approval secured from the Superintendent. No more than two (2) employees will be granted leave on any one given day. Beginning July 1, 1988 and continuing each July 1<sup>st</sup> thereafter, unused personal leave will be added to an employee's accumulative sick leave.

No leave shall be taken immediately prior to or immediately after holidays and vacations. Only one (1) of the three (3) personal leave days may be taken immediately after a holiday or vacation. Any exceptions must be requested in writing to the Superintendent or his designee and must have written approval.

2. Up to five (5) working days at any one time shall be granted to members in the event of a death of a member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or any person with whom the member has made his/her home, and any other member of the immediate family.

3. In the case of death of a near relative, defined as first cousin, uncle, aunt, niece, nephew, there shall be no deduction from personal leave entitlement of up to three (3) days, subject to advance notice to and approval of the Superintendent.

4. No leave of absence, with or without pay, shall be granted due to requirements of a second job.

5. If an employee is subpoenaed by Court of Law to appear to testify on behalf of the board, such employee shall do so without loss of pay.

6. If any time, during a term of jury service, an employee is not required to report to the Court, he must report to work.

7. Other leave of absence with pay may be granted by the Board for good reason.

8. Personal leave may be taken for a half (1/2) day.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

#### **ARTICLE 13 – EXTENDED LEAVES OF ABSENCE**

A. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return. However, his position on the seniority list will reflect his one year absence.

#### **ARTICLE 14 – SENIORITY**

A. The status secured by length of service in the Toms River Schools to which certain rights hereinafter are defined:

1. A seniority list will be compiled by the Maintenance Supervisor based on the employee's first day of employment as a regular employee.

2. In the event of the necessity of staff reduction, layoff shall start at the bottom of the seniority list. The last employee laid off will be the first to be rehired. This seniority right shall not continue for more than one (1) year. Those employees hired after July 1, 1995 shall only have seniority in their expertise area.

3. All job openings involving change of duties or increased compensation shall be posted. Assignment will be made on the basis of past performance



and acceptance of responsibility which includes attendance and tardiness records. Consideration will be given to seniority.

4. A complete seniority list shall be posted in the Maintenance Office by October 1st of each year.

**ARTICLE 15 – MAINTENANCE EMPLOYEES PROVISIONS**

A. The Board of Education will provide insurance coverage against loss of personal tools through burglary, provided the employee reports the loss to police and files an incident report with his immediate supervisor. Also, for replacement or reimbursement to occur, the employee must provide a complete list of all personal tools used during his working hours with the Board and update it on a yearly basis. The Board reserves the right to ask for verification of said tools, e.g. receipt, invoice, photograph, etc.

B. The Board of Education will pay cost of tuition and books for all approved courses of instruction in the maintenance field that are successfully completed.

C. If an employee of the maintenance department is sent out-of-town on school business and is gone during his normal lunch hour, he will be paid up to \$5.00 lunch money, provided the employee submits a receipt.

D. Each maintenance employee shall be provided, by the Board, with five uniforms, five T-shirts and two pair of safety shoes for each year of this contract, however, an employee may elect denim shorts or cotton shirts in lieu of the regular uniform. Safety eye glasses will also be provided. In the event that prescription glasses are required, the employee is responsible for obtaining the prescription at his/her expense. The Board will furnish each employee with one (1) winter coat/jacket and one (1) set of Carharts (Overalls) to be utilized for the length of the contract. The cost of maintenance of the uniforms, shoes etc. provided by the Board will be borne by the employee. Uniforms to be issued in July of each year.

E. Failure on the part of any employee to follow safety directives, to adhere to appropriate safety procedures, or to wear appropriate safety clothing or gear in the performance of related work, will be considered grounds for discipline under Article 19 of this Agreement.

F. Protective work gloves will be provided when necessary.

G. Employees with licenses or journeymen certificates pertaining to their trade, shall receive the following stipend which will be added to their salary:

|           |          |
|-----------|----------|
| 2003-2004 | \$800.00 |
| 2004-2005 | \$800.00 |
| 2005-2006 | \$800.00 |

H. Employees with recognized Computer Service Technician certifications shall receive the following stipend which will be added to their salary:

|           |          |
|-----------|----------|
| 2003-2004 | \$200.00 |
| 2003-2005 | \$200.00 |
| 2003-2006 | \$200.00 |

All courses must be completed and tests taken and passed. Recognized Computer Services Technician certifications are:

- 1. A+
  - 2. N+
- Fiber certification

**ARTICLE 16 – MEDICAL EXAMINATIONS**

A. The Board may, at its discretion, require medical examination by a physician designated by the Board to determine fitness for duty. The fee for any medical examination mandated by the Board will be paid by the Board.

**ARTICLE 17 – HAZARDOUS WEATHER CONDITIONS**

A. Maintenance personnel must report to work no later than 10:00 A.M. if school is closed. All personnel must report to work at regular time for delayed openings for students.

B. Any maintenance personnel who does not report to work will lose that day's pay. Vacation time and personal days will be permitted if approval at least forty-eight (48) hours in advance.

**ARTICLE 18 – EMPLOYEE ADMINISTRATION LIAISON**

The Union's representatives shall meet with the Superintendent or the Superintendent's designee at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

**ARTICLE 19 – DISMISSAL AND DISCIPLINARY ACTION**

A. No Employee shall be discharged except for just cause.

B. Employees will serve a six (6) month probationary period. Any employee may be dismissed during the probationary period without prior warning. Each employee shall receive a written evaluation from his immediate supervisor ninety (90) days after the beginning of his employment.

C. For any actions of an employee that do not call for immediate dismissal, or suspension, the following will apply;

1. First offense: Verbal warning by the Maintenance Coordinator or area supervisor.

A formal conference be scheduled with the purpose of the meeting to be included in correspondence.

2. Second offense: Written warning by the Maintenance Coordinator or area supervisor, copy of the Union.

3. Third offense: Three (3) days suspension without pay, copy of suspension notification to the Union.

4. Fourth offense: Dismissal.

5. One (1) year of good behavior will remove a second offense written warning. Two (2) years of good behavior will remove a third offense written warning.

The employee has the option to bring representation to any disciplinary conferences.

## **ARTICLE 20 – PERSONAL FREEDOM**

A. The Board and the Union agree that the private and personal life of a worker is not within the appropriate concern or attention of the Board except as it may interfere with the worker's responsibility to and relationships with students and/or the school system.

B. The Board and the Union agree that workers will be entitled to full rights of citizenship, and no religious or political activities of any worker outside of school or the lack thereof will be grounds for any disciplinary action or discrimination with respect to the employment of such worker providing they do not violate the Constitution and the Laws of the United States, the Constitution of the State of New Jersey and Statutes of the State of New Jersey.

## **ARTICLE 21 – REPRESENTATION FEE**

A. The Union shall, on or before September 30, deliver to the Board a written statement containing the following.

1. A statement that the Union has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

2. A statement that the Union has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.

3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

4. A list of all employees who have failed to arrange for and become members of the Union and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph "C" below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Union.

### **C. Payroll Deduction Schedule:**

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paychecks:

1. In November; or

2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, or was on lay-off, in which event, the deduction will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Union, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Union.

D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

E. The Union hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

## **ARTICLE 22 – TRANSFERS**

A. The Board reserves the right to assign employees to any school or shift which best meets the needs of the school system. This right will not be exercised arbitrarily or capriciously.

## **ARTICLE 23 – EMPLOYEE EVALUATION**

- A.
1. All monitoring or observation of the work performance of employees shall be conducted openly and with full knowledge of the employee.
  2. All employees will be evaluated at least once a year.
  3. This evaluation is to be done by an employee's superior, e.g. Maintenance Supervisor or Forman.
  4. All evaluations will be reduced to a written statement reflecting the employee's strengths and/or weaknesses and as necessary recommendations/suggestions for improvement.
  5. An employee shall be given a copy of each evaluation report prepared by his/her evaluator prior to a formal conference to discuss the report.
  6. The Maintenance Supervisor will establish a folder for all his employees. A copy of all employee evaluations will be kept in this folder. All folders will remain in the possession of the appropriate supervisor.
  7. Whenever an employee leaves the district, the evaluation folder is to be permanently filed in the Superintendent's Office.
- B. Once a year, upon two (2) working days notice, any employee shall have the right to review the content of his/her personal file and to make reproduction of non-confidential file materials at his/her expense. No more than two (2) employees on any one (1) day shall be given such review rights and no material shall be removed for the file. An employee shall have the right to submit a

written answer to any material contained in his/her file and have it attached to such material.

C. Any employee shall have the right to make a request in writing for any observation of his/her work for the purpose of his/her personal improvement of working methods and techniques.

D. Any material which is a derogatory nature and is to be placed in the personnel file shall be reproduced and a copy given to the employee involved.

## **ARTICLE 24 – MISCELLANEOUS PROVISIONS**

A. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect. In the event any provisions held to be contrary to the law, the parties shall meet immediately to negotiate a provision to replace the illegal provision.

B. The Board and the Union agree that there shall be no discrimination, and all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training or disciplining of employees; or, in the application or administration of the Agreement on the basis of race, age, creed, color, religion, national origin, sex or marital status.

C. Nothing in this Agreement which changes pre-existing Board Policy, rules or regulations shall operate retroactively unless expressly so stated.

D. Copies of this Agreement shall be printed and the expense shall be shared equally by the Board and the Union as soon as possible after the Agreement is signed. A copy shall be presented to all employees now employed or thereafter employed.

E. Except as this Agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect except the proposed new rules or modifications or existing rules governing working conditions shall be negotiated with the majority representative before they are established in writing.

F. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.

G. Notice:

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Union to the Board at: 1144 Hooper Avenue, Toms River, N.J. 08753
2. If by the Board to the Union at: Teamsters Industrial and Allied Workers Union Local #97, 485 Chestnut Street, P.O. Box 3177, Union, N.J. 07083

## ARTICLE 25 – DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

### FOR THE UNION:

  
\_\_\_\_\_  
John J. Gerow, President Teamsters Local 97

  
\_\_\_\_\_  
Patrick Guaschino, Director of Public Employee Sector

  
\_\_\_\_\_  
Gary Bayard, Shop Stewart

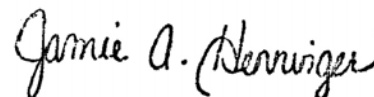
### FOR THE BOARD:



\_\_\_\_\_  
Betty Vasil, Chairperson



\_\_\_\_\_  
Tom Baxter, Committee Member



\_\_\_\_\_  
Jamie Henninger, Committee Member



