



AGREEMENT

between

**BRICK TOWNSHIP
BOARD OF EDUCATION**

and

**TRANSPORT WORKERS UNION
OF AMERICA AFL-CIO
LOCAL 225 BRANCH 4**

July 1, 2009 to June 30, 2011

THIS AGREEMENT entered into as of the first day of July, 2009, by and between the Brick Township Board of Education, hereinafter called the "Board" and the Transport Workers Union of America, AFL-CIO, and its Local 225, Branch 4, hereinafter called the "Union".

ARTICLE I Recognition

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Brick Township Board of Education hereby recognizes the Transport Workers Union of America, AFL-CIO, and its Local 225, Branch 4, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission.

UNIT: All Employees of Brick Township Board of Education employed in the Cafeteria, Clerical, Custodial, Maintenance, Grounds, Mechanics and Transportation Departments, but excluding all others including Supervisors of said departments and clerical staff deemed confidential employees as defined by the Public Employment Relations Act.

ARTICLE II Negotiations Procedure

A. Not later than November 1st of the calendar year preceding the calendar year in which this Agreement expires, the BOARD and the UNION agree to enter into collective negotiations on a successor agreement in accordance with Chapter 303, Public Laws 1968, and S-1087, Public Laws 1975, as amended.

B. The UNION shall present its entire written proposals to the BOARD, and not later than twenty (20) days after this presentation, the BOARD shall present its entire written proposals to the UNION.

C. The Board and the Union agree to utilize the salary scatter gram of the month of November preceding the expiration date of the Agreement for the purpose of formulating salary guides.

ARTICLE III Grievance Procedure

A. A grievance shall mean a complaint by a member of the Bargaining Unit that there has been to him or her a misinterpretation or misapplication of the terms of the

AGREEMENT.

B. LEVEL ONE: Within thirty (30) school days after the grievant knew or should have known of the events or conditions on which the grievance is based, a grievance may be submitted in writing to the immediate supervisor by the grievant with or without a UNION Committee Representative. Within ten (10) school days thereafter, a written reply shall be given by the supervisor to the grievant and UNION Committee Representative.

LEVEL TWO: Within ten (10) school days from receipt of the Supervisor's reply, the UNION may submit the grievance in writing to the Business Administrator. He and/or his representative shall meet with the UNION, the Union Chairperson and Section Representative within ten (10) school days after receipt of the grievance to discuss the matter. The Business Administrator shall send his decision in writing to the UNION within ten (10) school days after the grievance meeting.

LEVEL THREE: Within ten (10) school days after receipt of the decision if the grievance is still unresolved, the matter may then be submitted to the Superintendent by the UNION for review by the BOARD. The BOARD, or a committee thereof, shall hold a hearing within seven (7) school days from the time of submission of the grievance to the Superintendent at this level to discuss the grievance with a UNION Committee composed of one or more local officers of the UNION, the Section Representative and the Recording Secretary. The BOARD shall give its reply within five (5) school days after the hearing.

LEVEL FOUR: Within twenty (20) school days after receipt of the BOARD reply, any grievance processed under this article through the above levels, which cannot be resolved satisfactorily after going through the foregoing procedures, may be submitted by either the UNION or the BOARD in writing to the Public Employment Relations Commission.

The arbitrator so selected shall confer with the representatives of the BOARD and the UNION and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his 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 law or which violates of the terms of the AGREEMENT. The decision of the arbitrator shall be submitted to the BOARD and the UNION and shall be final and binding on the parties.

The costs for the services of the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence expenses, shall be borne equally by the UNION and BOARD. Any other expenses incurred shall be borne by the party or parties incurring same.

C. If during any step of the grievance procedure it is agreed that an employee has been unjustly suspended or discharged, such employee shall be reinstated with full seniority rights and benefits, and shall be compensated for his or her wage losses resulting from such suspension or discharge unless the parties agree otherwise.

D. If an employee is brought up on charges, no suspension or discharge will be put into effect without the filing of a 31A (Preliminary Notice of Disciplinary Action) by the Appointing Authority. This provision does not apply to situations requiring immediate action because of the nature of the offense. The Appointing Authority, or his/her designee, shall file a 31A, providing copies to the employee and the Union. The Union has the right to request a hearing on the employee's behalf. It is understood that the UNION shall have the right to appeal the Appointing Authority's decision on major discipline as outlined in the Civil Service Commission rules and regulations. In cases of minor discipline, the appeal method shall be the grievance procedure as outlined.

E. Employees elected to positions on the UNION Grievance Committee shall be given time off without loss of pay when required to attend grievance hearings during their regular working hours.

F. In the event an employee receives a 31A (Preliminary Notice of Disciplinary Action) it shall be his/her responsibility to notify the Union upon receipt of such notice if they wish Union representation as the hearing must be scheduled within five (5) days.

ARTICLE IV

Vacations

A. Permanent full time twelve month employees:

Less than one year worked	-- 1 day for each month worked up to June 30th.
1st year through 10th year	-- 12 working days.
11th year through 20th year	-- 15 working days.
21st year and over	-- 20 working days.

Permanent part-time employees shall receive a vacation credit allowance on a proportional basis.

B. Permanent full time ten month employees:

Ten Month Employees receive twelve vacation days as paid time off when school is not in session (210 days less 12 vacation days less 15 holidays equals 183 working days.) (Civil Service Commission regulations provide for vacations for part time employees).

C. Vacation days are to be earned based upon time worked and credited to the employee

on July 1st of each year. Days credited must then be used between July 1st and June 30th as permitted or directed by the immediate supervisor unless the supervisor and the Appointing Authority determines that the days cannot be taken because of the work load of the department. In such case, any unused vacation may be carried forward into the next succeeding year only. Vacation credit as outlined in A. and B. above will only be calculated on July 1st of each year (no proration will occur for employees who reach required years of service during contract year).

D. Employee's will be permitted to take part of vacation due (up to two weeks) in any season of the year, provided, however, no more than one (1) employee in any department shall be on vacation at the same time without approval by the Department Supervisor and Appointing Authority.

E. A minimum of five (5) days written notice must be given to the Department Supervisor regarding vacation requests. Failure to do so may result in denial of vacation days for blocks of time of five (5) days or more. Less than five (5) days will be at the discretion of the Supervisor. However, at no time shall more than thirty (30%) percent of the workforce from any one location per department be permitted to take vacation.

F. When a proration of days calculation is needed and the calculation does not produce an even number, then the number will be rounded down to either .5 for any number above .5 or down to the nearest whole number for any number below .5.

G. Upon separation from employment, employees will be paid at their then current per diem rate for any earned but unused vacation days.

ARTICLE V

Holidays

A. Permanent employees, both full-time and part-time, shall receive their full pay for holidays as follows:

15 days for 10-month personnel

16 days for 12-month Custodial, Maintenance, Mechanics and
Grounds

26 days for 12-month Clerical

Holidays for each year will be as indicated on the yearly school calendar.

B. If employees are required to work on such holidays (except for those holidays identified in subsection C below), they shall receive time and one half (1/2) of their regular base straight time rate of pay for any time worked on such holidays. Bus Drivers & attendants assigned routes that include non-public runs shall be obligated to work all days

the non-public school is in session; if absent on such day, the driver shall not be paid for the time missed but shall be docked for the day at the current per diem rate of pay. However, if the driver is absent from driving the non-public route due to an illness of at least five (5) consecutive workdays prior to the non-public school day, they will be permitted to utilize a sick day.

C. If employees are required to work on the following designated holidays: Christmas Day, Easter, Thanksgiving Day, New Year's Day, they shall receive double time (2 x's) their regular base straight time rate of pay for any time worked on such holidays.

D. Cafeteria employees hired after the ratification date of this contract (May 6, 2010) will only receive five (5) paid holidays and, therefore, the annual salary calculation to be utilized will be as follows:

Hours worked per day x Hourly rate x 200 Days.

ARTICLE VI

Work Year, Day/Week and Overtime

A. Work Year: The work year for twelve month employees shall be from July 1 to June 30. The work year for ten month employees shall be from September 1 through the last school day for students.

The daily wage rate (per diem) for twelve month employees shall be determined by dividing 260 days into the annual salary. The daily wage rate (per diem) for ten month employees shall be determined by dividing 210 days into the annual salary. Per diem calculations for overtime and sick days shall be as set forth in the appropriate articles.

B. Work Day/Week: The normal work day and work week for permanent full-time employees shall be as follows:

i. Twelve Month Employees:

1. Clerical:

a. Summer hours shall be in effect from the first full five day work week in July (excluding holidays) through the last full five day work week in August.

i. The summer time workday for all 12-month Clerical employees will be seven and one half (7.5) hours per day, plus a one half (1/2) hour lunch period. The hours of work will be 8:00 a.m. to 4:00 p.m.

ii. The summer time workweek for all 12-month Clerical employees will be four (4) days per week, Monday through Thursday.

- iii.** Sick, Vacation, and Personal days utilized for all 12-month Clerical Staff during this period will be charged as 1 day or, in other words, seven (7) hours of sick, vacation or personal time for every 7 hour workday.
- iv.** Overtime: Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over thirty-five (35) hours per week. Regular straight time hourly base rate of pay shall be calculated by dividing the overtime per diem rate of pay by seven hours.
- v.** All 12-month Clerical employees shall work the hours as indicated above. No alternate shifts will be made available, unless approved by the Business Administrator.
- b.** Hours for the remainder of the school year shall be seven (7) hours per day, Monday through Friday, thirty five (35) hours per week, with a daily lunch of forty five (45) minutes and a daily break of fifteen (15) minutes (both added to work day). Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over thirty-five (35) hours per week. Regular straight time hourly base rate of pay shall be calculated by dividing the overtime per diem rate of pay by seven hours.

2. Custodial, Maintenance, Mechanics and Grounds:

- a.** Summer hours shall be in effect from the first full five day work week in July (excluding holidays) through the last full five day work week in August.
 - i.** The summer time workday for all 12-month Custodial, Grounds, Maintenance and Mechanics Staff will be ten (10) hours per day, plus one half (1/2) hour lunch period. The hours of work will be 5:30 a.m. to 4:00 p.m.
 - ii.** The summer time workweek for all 12-month Custodial, Grounds, Maintenance and Mechanics Staff will be four (4) days per week, Monday through Thursday.
 - iii.** Sick, Vacation, and Personal days utilized for all 12-month Custodial, Grounds, Maintenance and Mechanics Staff during this period will be charged as 1.25 days, or in other words ten (10) hours of sick, vacation or personal time for every 10 hour workday.
 - iv.** Overtime: Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over forty (40) hours per week. Regular straight time hourly base rate of pay shall be calculated by dividing the overtime per diem rate of pay by eight hours.
 - v.** All Custodial, Grounds, Maintenance and Mechanics Staff shall work the hours as indicated above. No alternate shifts will be made available, unless approved by the Business Administrator.
 - b.** Hours for the remainder of the school year shall be as follows:
 - i.** Shifts commencing before 3:00 PM:
 - 1.** Eight (8) hours per day, Monday through Friday, forty (40) hours per week, with a daily lunch of thirty (30) minutes (added to work day).
 - 2.** Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over forty (40) hours per week. Regular straight time hourly base

rate of pay shall be calculated by dividing the overtime per diem rate of pay by eight hours.

ii. Shifts commencing after 3:00 PM:

- 1.** Seven and one-half (7 ½) hours per day, Monday through Friday, thirty-seven and one half (37 ½) hours per week, with a daily lunch of thirty (30) minutes (added to work day).
- 2.** Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over thirty-seven and one half (37 ½) hours per week. Regular straight time hourly base rate of pay shall be calculated by dividing the overtime per diem rate of pay by seven and one half hours.

ii. Ten Month Employees:

1. Cafeteria:

- a.** Two (2) to seven and one half (7.5) hours per day with a daily lunch of thirty (30) minutes (included in work day) if employee works more than six hours per day.
- b.** Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over thirty-seven and one half (37 ½) hours per week. Regular straight time hourly base rate of pay shall be calculated by dividing the overtime per diem rate of pay by seven and one half hours.

2. Bus Drivers & Attendants:

- a.** Bus Drivers & Attendants: Eight (8) hours per day within a twelve (12) hour daily time cycle, forty (40) hours per week.
- b.** Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over forty (40) hours per week. Regular straight time hourly base rate of pay shall be calculated by dividing the overtime per diem rate of pay by eight hours.

C. Part-Time Bus Drivers:

The Board and the Union agree that there will be no more than fifteen (15) "less than 8 hour run packages" in any school year. These runs will be bid in accordance with Article VIII B.1.a.

D. Overtime: Overtime shall be calculated as indicated in Article VI.B. The overtime per diem rate for employees hired prior to ratification of this contract (May 6, 2010) shall be calculated at 1/237 for twelve month employees and 1/197 for ten month employees. The overtime per diem rate for employees hired after ratification of this contract shall be calculated at 1/260 for twelve month employees and 1/210 for ten month employees. There shall be no pyramiding or duplication of pay for overtime or other premium pay. Hours credited toward one premium shall not be credited toward another.

E. All overtime work for bus drivers shall be assigned to the regular drivers on a rotation basis in order of seniority. There shall be no difference between eight (8) hour drivers or less than eight (8) hour drivers; all shall be on the same roster for extra work; overtime will be paid when less than eight (8) hour workers meet the criteria of over eight (8) hours per day Monday through Friday and for all hours worked on Saturday and Sunday.

1. Bus Drivers and Attendants interested in overtime opportunities for the upcoming school year shall indicate their interest by signing up for the overtime opportunities during the transportation pick process. At the start of the new school year, the list of those interested in overtime opportunities will be compiled in seniority order and posted. New permanent employees shall be given the opportunity to sign up for overtime upon employment.
2. The assignment of overtime work, reflecting the date, time and assignment, shall be posted in the Transportation Lounge.
3. Overtime must be accepted or declined when offered. If the Bus Driver declines the overtime opportunity they shall move to the bottom of the list and not be given another overtime opportunity until they are reached again in the normal seniority rotation. If a Bus Driver is called for an overtime opportunity and the Bus Driver cannot take the overtime opportunity due to a scheduled regular run, then the Bus Driver shall be offered the next available overtime opportunity.
4. If the overtime opportunity is cancelled and subsequently rescheduled, the Bus Driver who accepted the original overtime opportunity shall be offered the overtime opportunity prior to any other bus driver.
5. In the event a Bus Driver is unable to perform an accepted overtime opportunity, then the opportunity will be offered to the next available Bus Driver in seniority order. The Bus Driver canceling the trip shall move to the bottom of the list and not be given another overtime opportunity until they are reached again in the normal seniority rotation.

F. For the purpose of computing overtime hours worked per week the following days will be considered as days worked: paid personal days, Holidays referred to in Article V, vacation days and sick days. The week shall begin on Monday and end on Sunday.

G. The assignment of overtime work in each department (except bus drivers, which are covered in Article VI. E), shall be on a rotation basis starting with the senior employee. Overtime for Custodians and Cafeteria workers shall be on a rotation by seniority according to the school assigned for which the overtime is needed. In addition, overtime will only be assigned to Cooks, Assistant Cooks and Senior Food Service Workers, when the requirement for overtime is based on the need for kitchen equipment utilization. Custodial employees who have not obtained their required Black Seal Boiler License shall not be eligible for overtime, with the exception of the grandfathered custodians who may work overtime as long as another worker who holds a black seal license is present.

H. Work Guarantees:

Work Guarantees are provided as a minimum to deter management abuse of working provisions. To be paid for the guarantee, however, the employee must actually work the guarantee, except as noted in the call out time provision. Any employee deciding to work less than the guarantee will only be paid for the actual time worked, except as noted in the call out time provision.

1. Cafeteria:

- a. Substitute Food Service Workers shall be guaranteed a minimum of two (2) hours per day at the applicable rate of pay.
- b. Permanent part-time cafeteria employees shall have the opportunity to work extra hours at their location due to the absence of an employee with more hours prior to calling in a substitute. The rate of pay for the additional hours worked shall be at the substitute rate.

2. Bus Drivers & Attendants:

- a. School Bus Drivers & Attendants reporting for Extra Curricular School Activity assignments on Saturdays, Sundays or Holidays are guaranteed a minimum of four (4) hours at the applicable rate of pay.
- b. School Bus Drivers & Attendants reporting for Extra Curricular School Activity assignments that are canceled shall receive a minimum guarantee of two (2) hours at the applicable rate of pay.

3. Mechanics required to work on a weekend, shall be guaranteed a minimum of four (4) hours at the applicable rate of pay.

4. Call Out Time: All staff shall be guaranteed a minimum of two (2) hours pay for call outs during the employees regularly scheduled time off. If called into work multiple times within the two-hour block of time during the employees regularly scheduled time off, he/she will be compensated for the initial two-hour call out only. If called into work after the initial two-hour block he/she will be compensated with the additional two-hour block of time; same applies to all additional blocks of time. Staff will only be required to work the amount of time needed to complete the assignment.

5. When custodial staff will be off for two consecutive days from September 1st through June 30th, one custodial staff member per location shall be offered overtime to conduct a building check. In order to be able to perform a building check the custodial staff member must possess a black seal license. During the two consecutive days off the custodial staff member will be guaranteed two (2) hours for checking a high school, one (1) hour for checking a middle school and one (1) hour for checking an elementary school. If custodial

staff are already performing overtime work at a given location during the two consecutive days off then the building check will be performed during that time and not scheduled separately.

I. Permanent full time employees assigned to work in a “higher classification” on a temporary basis shall receive the higher rate of pay from the first day of such assignment. The higher rate shall be \$20.00 extra per day. Work in a higher class must be pre-approved by the immediate Supervisor. This provision shall not apply to cafeteria workers.

J. Inclement weather:

1. Custodians, Maintenance, Grounds and Mechanics will not be required to work at their regular scheduled time in the morning if weather conditions are such that main roads, school parking lots, and driveways have not been opened. However, they must remain on call and are required to report to work when notified by the Business Administrator and/or his designee.

2. Custodial, Maintenance, Grounds, Mechanics and Bus Drivers required to work during inclement weather, when all other employees do not have to report to work, will receive straight time at the applicable rate of pay for hours worked as additional compensation.

3. When schools are closed for inclement weather employees shall not be required to report for work, except as noted above.

K. All Custodians and Head Custodians, Cooks and Senior Cooks may be assigned by the Administration. All Custodians and Head Custodians may be transferred at the discretion of the Administration. This provision only applies to those Custodians and Head Custodians hired after July 1, 1979.

ARTICLE VII

Leaves of Absence

A. Sick Leave:

1. For an employee's personal illness, permanent full time employees are entitled to one (1) working day per month during the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter (twelve and one half (12 1/2) days for ten-month employees). For such employees with at least one (1) year of service, health care insurance benefits will be continued by the BOARD for the period of sick leave up to a maximum period of one (1) year.

2. For employees hired after June 30, 1998, insurance benefits will be continued by the Board for a period of six (6) months, provided the employee has at least three (3) years of service.

Employees may not use sick days immediately prior to or immediately after vacation and/or holidays. An employee who uses a sick day immediately prior to or immediately after a vacation day and/or holiday shall be required to submit a physician's certificate substantiating an illness. Failure to produce such evidence will result in a reduction of the employee's paycheck by one full day for each sick day used.

3. Each employee covered by this agreement will be given the option of participating in a sick day bank. The decision to participate in the sick day bank shall be binding for the remainder of one's time in the district. Each participant will contribute one (1) of his/her sick days to the sick day bank. This will constitute a pool of days upon which a participant may draw. If the pool diminishes to the point whereby it is less than thirty (30) percent of whole days in relation to the number of participants, the participants will be asked to contribute one (1) additional day. Should a participant, at the time of replenishing, opt not to continue, such action will constitute a withdrawal from the bank with the participant losing any days thus far contributed. Any participant, once having contributed one (1) day (or more in cases of replenishment), may in no way retrieve any days thus far contributed.

To provide proper oversight of the sick day bank a committee shall be formed. The committee will be made-up as follows:

- Three (3) members of the Union as selected by the Union, one of who shall be the Chairperson of the Section.
- The Superintendent of Schools.
- The Business Administrator.

Utilization of sick bank days by a participant shall be governed by the following:

- a. The participant has exhausted his/her days due to a protracted, verifiable, and catastrophic illness and /or injury of which is the reason for the application to utilize sick bank days.
- b. The participant's record must show non-abuse of sick day usage, as determined by the sick day bank committee.
- c. The sick day bank committee may or may not award the days. If days are awarded they may only be awarded in not more than thirty (30) day segments. Reapplication is necessary for each additional segment.
- d. The maximum allowable sick days provided to any one (1) participant shall not exceed ninety (90) days.

4. Notice of absence must be given to the supervisor promptly prior to starting time. Failure to do so will be cause for denial of sick leave and may result in disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

5. An employee who is absent may be required to submit a physician's certificate pursuant to statute. An employee who shall be absent on sick leave for four (4) or more consecutive days shall be required to submit a physician's certificate substantiating an illness. An employee may be required as a condition of return from illness to have a medical examination by a physician designated by the Board at the expense of the Board.

6. An employee who does not utilize any sick leave in a quarter shall be issued a perfect attendance stipend of one hundred twenty five dollars (\$125) for the quarter. Quarters shall be measured as July 1st to October 31st, November 1st to January 31st, February 1st to April 30th and May 1st to June 30th.

B. Personal Days:

Full-time employees shall be granted up to three (3) personal days leave per year for personal business that cannot be conducted outside of school hours. Personal days shall be approved by the immediate supervisor and the Appointing Authority. Personal days must be requested five (5) days in advance to the supervisor. Personal day requests should be either granted or denied within three (3) days of receiving said request. Personal business is defined as: serious illness or accident in the immediate family; household emergencies; marriage; legal business; commencement exercises, religious observance; other extremely unusual commitment or emergency. Unused Personal days may be accumulated, without limitation, for conversion to sick days.

Personal days will be on a pro-rata basis for full time employee who will not work a full fiscal year. New full time employees may not utilize personal days prior to completing four (4) months of employment.

At no time shall more than thirty (30%) percent of the Custodial employees be permitted to use personal days during Winter and/or Spring break(s). No more than thirty (30%) of the Cafeteria employees shall be granted use of personal days immediately before or after Winter and/or Spring Break(s).

C. Bereavement Days:

Up to four (4) days leave in one year with full pay for each death in the immediate family will be granted. Such days will not be taken from personal leave. The immediate family shall be defined as: spouse, civil union partner, parent, child, step-child, sister, brother, in-law, grandparent, grandchild and step-parent. In case of death of a relative of the second degree (aunt, uncle, nephew, niece, first cousin) absence of one (1) full day with pay will be granted.

D. Union Leave:

One (1) full time Union Officer shall be granted unpaid leave to serve as an elected officer

of the Transport Workers Union of America AFL-CIO. Such leave will coincide with the applicable term or duty of the office held. The School District shall continue to pay the employee's wages and benefits and shall be reimbursed for same by the Union. During such leave the employee will continue to accrue seniority.

E. FMLA-FLA: Employees applying for leave under the Family and Medical Leave Act and the Family Leave Act shall be required to utilize their accrued sick time for such leave. The employee shall have the option to voluntarily utilize personal and vacation days to enable the employee to continue to receive pay while absent on such leave in accordance with Department of Personnel Rules and Regulations (DOP).

ARTICLE VIII

Seniority

A. Seniority shall be defined as length of continuous service with the Brick Township School District. The length of time that an employee is a provisional appointee will be computed towards his/her continuous service.

B. In the case of layoffs, the Civil Service Commission shall be notified and retains jurisdiction. If there is a reduction in force, the New Jersey Department of Personnel shall determine an employees rights to assume another position within the employment of the Board. Under a reduction in force within a classification, an employee shall be entitled to exercise his or her seniority right to assume, by bumping, a position within his or her category of employment, or in a category in which the reduction-in-force employee has prior seniority.

1.a. Once each year on or before August 31st bus drivers and bus attendants may pick their school run packages, full time and part time, in order of seniority. When transportation personnel pick or accept a bid for a package, they are obligated to perform such work and there are no returns once accepted. The run packages of the Head Bus Drivers will be assigned by the Board.

1.b. Once each year on or before June 1st bus drivers and bus attendants may pick their summer school run packages in order of seniority. When transportation personnel pick or accept a bid for a package, they are obligated to perform such work and there are no returns once accepted.

1.c. When a run package is posted mid-year due to a vacancy, drivers beneath the driver who had the now vacated run package may select it based on seniority. Only employees who are actively working may bid on such work. Actively working shall be defined as those employees not on a leave of absence, or, if on a leave of absence, the employee will

be ready to return and perform the route within ten (10) school days from when the posting ends. If the selection process outlined herein causes another vacancy, then it shall be offered to the part-time drivers in seniority order, if such position exists. If no driver selects the newly created run package, or no part-time driver selects the vacated run package, then it shall be filled in accordance with the vacancy section of this article.

1.d. When a new full-time run package is created from a part-time run package or the need for an additional run package occurs, it shall be posted for all to bid in accordance with seniority. Only employees who are actively working may bid on such work. Actively working shall be defined as those employees not on a leave of absence, or, if on a leave of absence, the employee will be ready to return and perform the route within ten (10) school days from when the posting ends. If the selection process outlined herein causes another vacancy, then it shall be offered to the part-time drivers in seniority order, if such position exists. If no driver selects the newly created run package, or no part-time driver selects the vacated run package, then it shall be filled in accordance with the vacancy section of this article.

2. Once each year, on or before June 30th, custodial employees may pick their location or station assignments for those available within their classification in order of seniority.

3. Once each year, on or before the end of the working school year, cafeteria employees may pick their location or station assignments for those available within their classification in order of seniority. In cafeteria, seven and one half (7 ½) hour positions and those above six (6) hours shall be bid by classification. Cafeteria workers who work four (4) to six (6) hour positions shall bid in seniority order as a group. Cafeteria workers who work three and one-half (3 ½) hours or less shall bid as a group in seniority order and they would move up as positions become available at the next pick according to their seniority.

4. Despite the foregoing provision to select assignments based on seniority, the Board reserves the right to adjust no more than five picks in each department at the time of picks. In the event two or more documented and substantiated complaints are received indicating that a problem has developed on a run or work assignment, the parties will attempt to resolve the issue by a mutually agreeable switch. If such agreement cannot be achieved, the Board reserves the right to restrict the scope of the pick for certain individuals. The Union and the affected worker must be made aware of the reason behind such limitations.

5. The Section Representative or the Chairperson shall be present at their respective section picks and shall assist all members in their selections.

C. Permanent full-time vacancies and permanent new positions will be posted as they arise. Qualified employees seeking to fill a permanent full-time vacancy and/or a permanent new position shall submit an application and be considered for an interview. Prior experience, evaluations and educational background will be used to determine

qualifications as well as any applicable Civil Service certification lists (if required). Employment time with the Board shall not be the sole qualification utilized in the selection for permanent full-time vacancies and/or permanent new positions. All members of the Union shall be granted an interview for the position they applied for, or a written response acknowledging receipt of application and informing them that they will not receive an interview. If a vacancy is not to be filled, the Union shall be provided notice.

D. Promotional upgrades due to desk audits shall be posted for announcement in the District with a provision that qualified employees may apply when the Department of Personnel announces the exam. Where qualifications are equal, seniority shall prevail.

E. An employee filling an opening within his/her department retains seniority in the department and the right to go back to his/her former position, in case the new position is eliminated, and further providing that such right is subject to the other provisions of this AGREEMENT. The following shall be considered departments for the purpose of this provision: Attendance; Cafeteria; Custodial; Maintenance; Grounds; Clerical and Transportation.

F.1. Any vacancy created after a reduction in force will be filled by recall of the senior qualified laid-off employee. In the event there is no employee in this category, then the vacancy may be filled at the discretion of the BOARD.

F.2. Temporary vacancies in the Transportation Department that will exist for one month or longer shall be offered to the rank and file under the person who is absent. One move shall be allowed, by placing the senior employee into the temporary vacancy. The senior late run driver that would like to move shall fill the run that becomes vacant due to this move. A senior substitute driver that would like to move shall be assigned to the late run for the duration of the temporary vacancy. All go back to their original pick or list upon the employee returning. In the event there is no late run driver, a substitute shall be assigned for the duration of the vacancy.

G. The seniority system as defined in Article VIII A shall be followed for substitute employees. If a vacancy becomes available for substitute work, the senior qualified substitute will fill the vacancy.

ARTICLE IX

Employee Benefits

A. Insurance Protection:

1. The BOARD shall pay the premium for each employee and his/her family, which shall include health care insurance, dental insurance and a prescription plan. Effective July 1,

2010 each employee electing coverage, will contribute an amount equal to 1.5% of their pensionable salary toward the cost of the health care coverage. This contribution shall be withheld on a prorated basis monthly. The health care insurance plan to be offered to employees shall be either Direct Access or Point of Service/HMO, except as noted within this Article. If the Board elects to move the plan coverage's to the State Health Benefits Plan, such coverage's shall be what is offered to employees. If, after participating in the State Health Benefits Plan, the Board elects to move coverage out of said plan, the coverage's offered to each employee will revert back to the coverage stipulated in this Contract. If the out-of-pocket costs for employees in the State Health Benefits Plan exceeds what the costs would have been under said Contract, the Board and Union agree to immediately reopen the Contract to negotiate said terms and conditions.

2. Effective July 1st, 1994, existing part time employees (employees who work less than 35 hours per week), excluding substitutes, shall receive Point of Service/HMO health care insurance as offered by the Board, dental insurance and a prescription plan. In the event the employee becomes full-time there shall be no option to upgrade coverage.

3. All employees, excluding substitutes, hired on or after July 1, 1994, will receive Point of Service/HMO health care insurance, dental insurance and a prescription plan program.

4. Employees hired on or after June 30, 1998, but prior to May 10, 2007, who work less than 35 hours per week but at least 20 hours per week, will receive employee only Point of Service/HMO health care insurance, dental insurance and a prescription plan. The health insurance coverage of employees who decrease their hours voluntarily will be adjusted based on the hourly requirements in the contract to qualify for such insurance.

5. Effective upon the date of ratification (May 10, 2007), new employees working less than six (6) hours shall not be eligible for insurance benefits. New employees working a minimum of six (6) hours will be eligible for employee only coverage. New employees working seven (7) or more hours will be eligible for employee and dependent coverage.

6. Cafeteria employees hired prior to the ratification of this contract (May 6, 2010) who currently have benefits, regardless of hire date, working less than 30 hours per week will be eligible for employee only Point of Service/HMO health care insurance, dental insurance and a prescription plan.

7. Cafeteria employees hired after the ratification of this contract (May 6, 2010), working more than 30 hours per week, will be eligible for employee only Point of Service/HMO health care insurance, dental insurance and a prescription plan.

8. The prescription plan provided by the Board shall be a co-pay plan. The co-payment by an employee shall be zero dollars for generic drugs, fifteen dollars (\$15) for name brand drugs and thirty five dollars (\$35) for non preferred drugs for retail and mail order prescriptions.

9. The dental insurance provided by the Board will be equal to or better than the dental insurance in effect as of June 30, 2009.

10. If offered by the Board, eligible employees may request a waiver of insurance protection. If a waiver of insurance protection is granted by the Board, payment in lieu of insurance protection will be made to the employee as follows:

Health Care Insurance	\$1,250
Dental Insurance	\$250
Prescription Plan	\$500

Waiver of health care insurance coverage will require proof of health care insurance elsewhere. Employees who waive coverage for a partial year will be paid in lieu on a pro-rata basis. Payments of the waived amounts will be made with the final paycheck of the school year.

11. Effective upon ratification of this Contract (May 6, 2010), cafeteria employees will contribute \$10,000 to the cost of their 2009-2010 health care coverage which will be divided evenly among the employees participating in coverage during said year. The amount will be withheld as a payroll deduction.

B. The Board shall provide a payroll deduction for voluntary disability insurance for any of the plans offered by the Board.

ARTICLE X

Board Rights

A. The Board of Education reserves all rights and functions vested in it pursuant to applicable law and regulations and all other functions as are normally and customarily exercised by the Boards of Education in the management of the affair of the school district. The Board of Education shall have as its management prerogative the right to enter into agreement for contract services with business of other outside agencies, provided it does not effect a reduction in force or deprive active members of the bargaining unit overtime work.

B. The Union recognizes that the school district, in accordance with provisions of State Laws, Rules and Regulations, shall be governed by the Board and that the Board cannot unlawfully delegate its authority with reference to any decision affecting the school

system. It is not the intent of this AGREEMENT to violate any of the school laws, laws of the State of New Jersey, or the United States of America.

C. If any provision of this AGREEMENT or any applications of this AGREEMENT to any employee hereby covered shall be found contrary to law, such provision or application shall have the effect only to the extent permitted by law; but all other provisions or applications of this AGREEMENT shall continue in full force and effect.

ARTICLE XI

No Strike -- No Lock Out

There shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the BOARD. There shall be no lock out by the BOARD.

ARTICLE XII

Dues Deduction

A. The Board shall deduct from the wages of employees and remit to the Secretary-Treasurer of the Union regular membership dues, assessments or fines, for those employees who sign authorization cards permitting such payroll deductions. Deductions shall begin as soon as possible after notification by the Union to the Board. The deductions shall be turned over to the Secretary-Treasurer of the Union within five (5) days of deduction from wages.

B. For any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) days of employment, the Board will deduct from all such employees, an Agency Fee and/or Maintenance Fee charge, not to exceed eighty-five (85%) percent of the regular dues, at the time the regular dues are deducted and remit such Agency Fee and/or Maintenance Fee charge to the Secretary-Treasurer of the Union.

C. The Board shall deduct from wages of employees and remit to the Secretary Treasurer of the Union the amount specified from employees who voluntarily authorize monthly contributions on the forms provided for that purpose by the TWU Committee on Political Education (COPE).

D. The Union will indemnify and save harmless the Board from any and all claims and disputes that may arise out of or by reason of action taken by the Board in reliance on the authorization of deducted monies in behalf of the Union.

ARTICLE XIII
Bulletin Boards

The Board will provide reasonable accessible bulletin boards for the posting of Union notices. Prior to posting, a copy of the notice shall be furnished to the Business Administrator. Notices shall not be inappropriate.

ARTICLE XIV
Miscellaneous

Talking on one's cell phone regarding personal business during work hours is limited to lunch and breaks. An office phone may be used for emergencies. Any messages coming in on the office phone will be communicated to the appropriate employee in a timely manner.

ARTICLE XV
NJ Civil Service Commission

A. All provisions of this AGREEMENT are subject to applicable NJ Department of Personnel (Civil Service) rules and regulations.

B. To the extent accorded by NJ Department of Personnel (Civil Service) rules and regulations, any employee hired or assigned to a position on a temporary assignment basis shall be given the opportunity to be tested for said position.

ARTICLE XVI
Salaries

A. The salary base cost for 2008-2009- school year will generate a 3.5% increase in the 2009-2010 school year on wages and overtime only, retroactive to July 1, 2009 for those employed as of June 30, 2009. The salary base cost for 2009-2010- school year will generate a 2% increase in the 2010-2011 school year on wages only.

B.1. No employee shall be paid less than the entry-level salary as contained in the classifications schedule.

B.2. Promotions/Upgrades: The definition of a job title upgrade or promotion is an employee changing to a job title with a higher entry-level salary than the entry-level salary for the job title they currently hold. In instances where titles are changed within the same "letter/number" guide, this is considered a lateral title change with no change in wages.

Employees receiving a job upgrade/promotion within their current "letter" guide (e.g. A-A,

B-B, C-C etc.) will receive a minimum of \$1250.00 increase on their base salary or the difference between the entry-level guides, whichever is greater in that contract year, with the exception if they are changing to a title that is less than their current entry level.

Employees receiving a job upgrade/promotion out of their current “letter” guide (e.g. A-B, C-D, D-E etc.) shall receive a \$1500.00 increase or the difference between the entry-level amount of their current job title and the entry-level amount of the guide to which they are moving to, whichever is greater, with the exception if an employee moves to a title that is less than their current entry level.

In the event a part-time contractual employee increases their hours, he/she shall receive the increase for the additional hours based on their per diem rate.

C. Effective July 1, 2010, the Board shall pay employees on the same payroll schedule as the teacher payroll.

D. Head Custodians will receive an additional compensation to be included in their base salary in accordance with the following schedule:

Stipends Head Custodians:	7/09 to 6/11
Brick Township High School	2982
Night Head Custodian (BHS)	1897
Brick Twp Memorial HS	2982
Night Head Custodian (BMHS)	1897
Lake Riviera Middle School	2385
Night Head Custodian (LRMS)	1572
Veterans Memorial Middle Sch.	2385
Night Head Custodian (VMMS)	1572
Emma Havens Young School	1843
Veterans Elementary	1572
Drum Point School	1572
Lanes Mill School	1572
Midstreams School	1572
Laurelton School	1301
Herbertsville School	1301
Osbornville School	1301
Primary Learning Center	1301
Enrichment Center	1301

E. Senior Food Service Workers: A Senior Food Service Worker or any Assistant Cook will be assigned at every location where there are more than two (2) Food Service Workers.

F. The summer rate for Transportation employees shall be as follows:

	<u>7/09-6/10</u>	<u>7/10-6/11</u>
Drivers -----	\$16.30	\$16.30
Attendants -----	\$13.40	\$13.40

G. The Board will pay Custodians and Custodial Workers who are holders of a Black-Seal License the sum of Five Hundred Twenty Five (\$525.00) Dollars annually. The Board shall have the right to move the least senior Black Seal License Holder to cover any school when needed.

All custodial staff hired after September 1, 2000 will have one year from their hire date to obtain the Black Seal Boiler Operators License. The Board will reimburse the custodial staff member for one course and course material not to exceed \$300.00 upon obtaining the license and submitting a copy to the supervisor. Custodial employees will be terminated from their position in the event they do not obtain the Black Seal Boiler Operators License within one year from their hire date. Custodial employees, regardless of hire date, who fail to maintain or renew their Black Seal Boiler Operators License will be terminated from their position.

H. Tuition, required textbooks, and other expenses of job related courses will be paid for by the BOARD when the employee has been authorized to attend that particular job related course of study.

I.1. Employees required to appear at a Board of Education hearing or in Court for any job-related matter during Day Time hours shall not be penalized for "lost time" away from his/her daily assignment.

I.2. Employees required to appear at a Board of Education hearing or in Court for any job related matter during Night Time hours will receive "compensatory time off". This provision does not apply to matters covered by Article III, Grievance Procedure, of this AGREEMENT.

J.1. Effective July 1, 1986 all personnel, upon retirement, shall receive credit for accumulated sick leave based on the following formula: (1/2 days x 1/2 the Daily Rate)

J.2. All employees hired on or after July 1, 1994 will receive payment for unused sick time at retirement in accordance with the above provision. However, the maximum dollar benefit for these employees shall be "capped" at \$4,500.00.

J.3. For employees hired after June 30, 1998 who retire with a minimum of fifteen (15) years of service, shall receive credit for accumulated sick leave based on the following formula:

$$(\frac{1}{2} \text{ days} \times \frac{1}{2} \text{ the Daily Rate})$$

K. Any employee assigned to work an evening shift will be paid a night shift differential of \$320.00 per year.

L. All Grounds staff must possess a CDL driver's license within one year after the effective date of this Agreement (March 8, 2001). The Board will provide the training and pay for the required physical examination. The Grounds staff person will be responsible for maintaining the license throughout their employment.

M.1. The Board will pay the following amounts of additional compensation annually to the maximum number of employees as follows:

- (1) Plumbing License Holder.....\$1,500.00
- (6) Asbestos Removal Certificate Holder.....\$1,250.00
- (3) Pesticide Certificate Holder.....\$1,000.00
- (3) Air conditioning Certificate Holder.....\$1,250.00
- (1) Electrician Site Plan Review.....\$2000.00

M.2. The Board will pay additional compensation to Bus Attendants who are EMT Certified \$500.00 per year.

M.3. The Board will pay additional compensation to the Lead Grounds employee at the following locations:

- BMHS.....\$1000.00
- BHS.....\$1000.00
- LRMS.....\$ 750.00
- VMMS.....\$ 750.00

N. The Board will reimburse all CDL holders, up to \$85.00, towards the cost of fingerprints when required for renewal of the license on a four (4) year renewal cycle

O. Upon ratification of this contract, all Cafeteria employees may be furloughed for two days per year without pay at the Boards discretion.

P. Ten Month Employees hired on or prior to June 30, 1998 will receive longevity as part of their compensation. Longevity shall be calculated each year as follows:

11th year through 20th year – Base salary divided by 197 times 3

21st year and beyond – Base salary divided by 197 times 6

Article XVII
Work Clothing

1. The BOARD will provide rental of uniforms and laundry service for Bus Mechanics. Five (5) sets of summer, and five (5) sets of winter -- and two (2) cleanings per week.

2. The BOARD will provide five (5) uniforms per year for all workers in Maintenance, Grounds and Custodians. In addition, Grounds employees shall also receive a Carhart Jacket and insulated bib overalls every other year of the Contract. All employees who receive uniforms and shoes shall not be permitted to work unless in uniform and wearing the shoes. In addition, Maintenance, Grounds, and Mechanics shall receive \$100.00 per year for shoe allowance.

3. The Board will provide a \$100.00 per year shoe allowance for all permanent Custodians, effective July 1, 2003.

4. Maintenance, Mechanics Mechanic Helpers, and Grounds personnel shall be issued winter jackets on a yearly basis. Custodians and Custodial Workers shall receive one jacket every three (3) years; if damaged they may be returned for a replacement.

5. All employees will not be permitted to work unless in uniform, subject to seasonal adjustments and Board policy.

ARTICLE XVIII
Substitutes

A. A substitute is a person who takes the place of a regular permanent employee who is absent.

B. There is no guaranteed number of hours of work for substitutes. The minimum shift is two (2) hours and the maximum shift is seven (7) hours.

C. Substitutes must be available to work during the regular permanent employee's hours and for all schools.

D. Substitutes shall answer the telephone between the hours of 5:30 a.m. and 8:00 a.m. Refusal to answer the phone constitutes refusal to work.

E. Substitutes refusing to work more than once per week may be required to submit a physician's certificate substantiating illness. Failure to produce evidence may result in removal from the substitute list.

ARTICLE XIX
Duration of Agreement

This AGREEMENT shall be binding and effective as of the first day of July 2009 and continue in full force and effect until midnight, June 30, 2011. It shall be automatically renewed for successive one-year periods thereafter unless either party serves notice in writing to the other on or before November 1st of the calendar year preceding the calendar year in which the AGREEMENT expires of desire to negotiate a new AGREEMENT.

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, on this 6th day of May 2010.

BOARD:

UNION:

Kim V. Terebush
President

Christopher W. Mikkelson
President

James W. Edwards, Jr., CPA
Business Administrator/Board Sec'y

Jerome Lafragola
International Representative

Lisa Hand
Chairperson

CLASSIFICATIONS SCHEDULE

BRICK SCHOOLS

ENTRY LEVEL GUIDE

	A1	09-12 \$27,303
OCCUPATIONAL THERAPY ASSISTANT PHYSICAL THERAPY ASSISTANT PURCHASING EXPEDITOR PRINCIPAL DATA CONTROL CLERK		
	A2	09-12 \$25,367
PRINCIPAL CLERK STENOGRAPHER PRINCIPAL PAYROLL CLERK PRINCIPAL ACCOUNT CLERK (Typing) PRINCIPAL EMPLOYEE BENEFIT CLERK SENIOR DATA CONTROL CLERK		
	A3	09-12 \$24,024
PRINCIPAL CLERK TYPIST PRINCIPAL LIBRARY ASSISTANT (Typing) PRINCIPAL PERSONNEL CLERK (Typing)		
	A4	09-12 \$23,819
SENIOR CLERK STENOGRAPHER SENIOR PERSONNEL CLERK SENIOR PAYROLL CLERK (Typing) SENIOR PURCHASING ASST. (Typing)		
	A5	09-12 \$23,056
PAYROLL CLERK PURCHASING ASSISTANT (Typing) SENIOR ACCOUNT CLERK (Typing) PERSONNEL CLERK (Typing) SENIOR CLERK TYPIST SENIOR LIBRARY ASSISTANT (Typing)		
	A6	09-12 \$21,855
CLERK TYPIST LIBRARY ASSISTANT (Typing) ACCOUNT CLERK (Typing)		

A7

SENIOR CLERK TYPIST (10 months) **09-12**
ACCOUNT CLERK (Typing 10 months) \$20,506
SENIOR LIBRARY ASSISTANT (10 months)

A8

CLERK TYPIST (10 months) **09-12**
LIBRARY ASSISTANT (10 months) \$19,757
CLERK (10 months)

B1

SUPERVISING OMNIBUS OPERATOR **09-12**
\$22,755

B2

SCHOOL BUS DRIVER **09-12**
\$21,441

B3

BUS ATTENDANT **09-12**
\$17,990

B4

CHAUFFEUR (Courier) **09-12**
\$20,886

B5

SENIOR MECHANIC **09-12**
\$28,089

B6

MECHANIC **09-12**
\$27,092

B7

MECHANIC'S HELPER **09-12**
\$23,213

C1

TRUCK DRIVER (CAFETERIA) **09-12**
\$21,441

	C2	09-12 \$20,392
SENIOR COOK		
	C3	09-12 \$19,595
COOK		
	C4	09-12 \$18,182
SENIOR FOOD SERVICE WORKER		
	C5	09-12 \$9.50
FOOD SERVICE WORKER (HOURLY)		
	C6	09-12 \$18,634
ASSISTANT COOK		
<hr/>		
	D1	09-12 \$24,312
CUSTODIAN SENIOR CUSTODIAL WORKER		
	D2	09-12 \$23,558
CUSTODIAL WORKER		
	D3	09-12 \$24,312
GROUNDSKEEPER		
	D4	09-12 \$26,898
SENIOR GROUNDS EMPLOYEES		
<hr/>		
	E1	09-12 \$28,089
SENIOR MAINTENANCE REPAIRER INVENTORY CONTROL HEAD CUSTODIAN (HIGH SCHOOL)		

	E2	09-12
MAINTENANCE REPAIRER		\$27,092

	E3	09-12
ELECTRICAL LICENSE HOLDERS		\$31,706

<u>SUBSTITUTE GUIDE</u>	F1	09-12
CAFETERIA WORKER		\$ 9.25
CLERICAL/SECRETARY		\$11.90
CUSTODIAL WORKERS		\$13.46
SCHOOL BUS ATTENDANT		\$11.98
SCHOOL BUS DRIVER		\$14.54

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