

MAY 20, 2010

AGREEMENT

BETWEEN

THE SOUTH BRUNSWICK BOARD OF EDUCATION

AND

THE SOUTH BRUNSWICK SCHOOL MAINTENANCE ASSOCIATION

July 1, 2009, through June 30, 2012

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	Preamble	1
1	Recognition	1
2	Principles	1
3	Association Rights	2
4	Negotiation Procedure	3
5	Grievance Procedure	4
6	Job Security and Seniority	7
7	Payment of Salaries and Hours of Work	9
8	Health Benefits	11
9	Leaves of Absence	11
10	Paid Vacations	17
11	Holidays	18
12	Salary Guides and Stipends	20
13	Joint Committee	24
14	Agency Fee	24
15	Enrollment Plan	26
16	Management Rights	27
17	Work Continuity Clause	27
18	Miscellaneous Provisions	27
19	Effect and Duration	29
APPENDIX	Cleaners – Terms and Conditions of Employment	30

PREAMBLE

This document constitutes an agreement entered into by the Board of Education of the Township of South Brunswick, New Jersey, to be called the "Board" from this point forth, and the School Maintenance Association of South Brunswick Township, New Jersey, to be called the "Association" from this point forth on the 1st day of July, 2009.

ARTICLE 1
RECOGNITION

- A. The Board recognizes that all employees of the South Brunswick Schools have the right to contribute to, affiliate with or create employee associations and also the right to abstain from such activity for the purpose of participating with the Board in negotiations in accordance with Chapters 303, Public Laws of 1968 and 123 Public Laws of 1974 and within the framework described by the above-cited statutes.
- B. The School Maintenance Association of South Brunswick has proven to the Board that they have obtained majority status. The Board, therefore, recognizes the Association to be the only representative for negotiating terms and conditions of employment for all school custodians, security/custodian, buildings and grounds maintenance personnel, cleaners, computer technicians, lead mechanics, and school courier personnel under direct contract to the Board. Part-time employees, in all listed categories, shall be included in this Agreement.
- C. The term "custodian" unless otherwise stated, shall henceforth mean all employees in the negotiating unit defined in paragraph B above and shall not be confused with sub-classification "School Custodian" which will be used when making reference to those charged with care and maintenance of a specific school plant.

ARTICLE 2
PRINCIPLES

- A. This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classification set forth in Article 1.
- B. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to the proper interpretation or implementation of this Agreement and accordingly herein agree upon a grievance procedure for the processing of such disputes.
- C. The Board and the Association, parties of the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.

- D. Each party will provide the other, upon written request, with a written notification of those personnel who have been authorized to act on their behalf in contract negotiations.
- E. The provisions of this Agreement constitutes a binding obligation on the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy rule or regulation of the Board which is in direct conflict with the provisions of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing terms and conditions of employment will operate retroactively unless expressly so stated.

ARTICLE 3
ASSOCIATION RIGHTS

- A. The Board agrees to furnish the Association, in response to reasonable requests from time to time, available information in the public domain.
- B. Grievance conferences, proceedings and negotiations including any impasse activities shall be normally scheduled at times other than working hours. However, when the Board or its representatives requires or agrees to the attendance of any member of the unit to participate in any such activity during working hours, he shall suffer no loss in pay for such time spent.

Up to three members of the Association bargaining team will be released from duty for any negotiations session that is mutually agreed upon by the parties.

- C. The Association and its representatives may be permitted to use school buildings at reasonable hours for meetings, upon prior notice and approval by the building principal.
- D. The Association may be permitted the use of school facilities and office equipment, upon prior notice and approval by the building principal, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- E. The Association shall have in each building work location adequate bulletin board space for the posting of Association notices. All such notices shall bear the signature of an Association official, and only an authorized representative of the Association shall be employed to post these materials on the board. Copies of all such notices and materials shall be given to the Superintendent or his designee prior to posting. Bulletin boards shall not be used for the posting of derogatory or controversial material.
- F. The Association shall be permitted the reasonable use of the inter-school mail facilities and school mail boxes for Association business only.
- G. In the event there is no Association representative in any work location, the authorized representative from another work location may be designated the authorized representative of the Association by a letter of authorization by the President of the

Association, to carry out all duties and responsibilities as set forth in this Agreement, except that such representatives shall not be entitled to leave the premises of the work location in which he works during his working hours, nor interfere with work being performed by other employees.

- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other employee organization.
- I. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative(s) of the Association accompany him/her during such review.
- J. No material derogatory to an employee's conduct, service, or personality while employed in South Brunswick shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to a statement on the file copy which indicates that he/she has "had an opportunity to review such material but by affixing his/her signature, he/she neither agrees nor disagrees with the contents". The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

ARTICLE 4 NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than the date set by the Public Relations Commission. Any agreement so negotiated shall apply to all Association members. It shall be reduced to writing, and subject to ratification by both parties, be signed by the Board and the Association, and be adopted by the Board.

- B. Representatives

Neither the Board nor the Association shall control or attempt to control the procedure governing the selection of the other group's representatives. Each group shall be empowered to propose, counter propose, and either accept or reject proposals being considered.

- C. Meetings

Meetings shall be regularly scheduled until negotiations are considered completed by the representatives of the Board and the Association. Should either group feel the need to meet with the other group at times not regularly scheduled, the group initiating the request will submit the other group a written statement detailing the reasons for the

meeting. This special meeting will take place ten (10) calendar days after receipt of the written request.

D. Consultants

The Board and the Association each reserve the right to bring consultants to the collective negotiation sessions. Should both groups agree to engage in joint contract to bring consultants or clerical assistants to the negotiating sessions, costs between the Board and the Association will be shared equally. The time and degree of participation of these consultants and clerks shall be determined by mutual agreement between the Board and the Association.

E. Sharing of Information

The Association shall have access to public information relating to the school district's financial resources upon request.

F. Impasse in Negotiations

In the event either party feels that an impasse has been reached in negotiations, they may utilize the procedures available under Chapter 123 to avail themselves of mediation, fact finding and super conciliation. In the event participating Association representatives are required to attend mediation or fact finding during regular working, they shall do so with no loss of pay. The Association agrees that a maximum of three (3) representatives would be required for each session.

ARTICLE 5
GRIEVANCE

A. Definition

A grievance is a claim by an employee or his representatives that involves the appeal of an interpretation, application or violation of policies, agreements or administrative decisions affecting him. As used in this definition, the term employee shall mean also a group of employees having the same grievance.

B. Purpose

The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible level. Both parties agree that these proceedings will be kept confidential except where otherwise stated in this Agreement.

C. Rights of the Aggrieved

Any individual employee represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate a representative of the Association, or other persons of his own choosing to appear with

him in the grievance procedure. Any grievant may represent himself/herself through level three of this procedure. When the grievant is not represented by the Association, the Association shall be present and state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association. Only the Association may process grievances through arbitration.

D. Grievance Notification

The Association shall be notified in advance of any grievance meeting which involves an employee who was chosen to be represented by the Association in that grievance.

E. Procedure

1. Conditions

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time 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 constitute acceptance of the decision rendered at that step. The time limits specified may be extended or reduced by mutual agreement of the parties involved at any step of the procedure.
- b. During and notwithstanding the pendency of any grievance, employees shall 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.
- c. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives.

2. Level One

- a. An employee with a grievance shall first discuss it with his immediate supervisor within thirty (30) calendar days of its occurrence. The employee shall state at the outset that he is initiating Level One of the grievance procedure. The individual designated to discuss the grievance on the informal level shall be the Head Custodian.
- b. 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 his immediate supervisor specifying:
 - (1) the nature of the grievance
 - (2) the nature and extent of injury, loss or inconvenience
 - (3) the results of previous discussions
 - (4) his dissatisfaction with the decision previously rendered, and
 - (5) the remedy sought

For the purposes of this section, the immediate supervisor for custodians and cleaners is the building principal; the immediate supervisor for grounds/maintenance personnel is the Director of Buildings and Grounds; and, the immediate supervisor for Skilled Technicians/Computer is the Manager for Informational Services. The supervisor shall communicate his decision to the employee in writing within three (3) working days of receipt of the written grievance.

3. Level Two

No later than five (5) days after the receipt of the decision, the employee may appeal the supervisor's decision to the Superintendent. The appeal to the Superintendent must be in writing and must state the grievance submitted to the supervisor as specified above and the employee's dissatisfaction with the supervisor's decision. 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 supervisor.

4. Level Three

If the grievance is not resolved to the employee's satisfaction he/she may request a review by the Board of Education. This request must be submitted not later than five (5) working days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent who shall forward it along with all related papers to the Board of Education. The Board shall review the grievance and, at the option of the Board, hold a hearing with the employee, and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

5. Arbitration

a. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, he shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision, except in the case of grievances involving any of the following points:

- (1) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter to law is either
 - (a) beyond the scope of Board authority or
 - (b) limited to action by the Board alone.
- (2) A complaint of an employee in a non-tenured position which is made solely by reason of his not being employed, re-employed, retained or continued in his position.

- b. The following will be used to secure the services of an arbitrator:
 - (1) A joint request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (2) If the parties are unable to determine, within ten (10) working days of the initial request for arbitration a mutually satisfactory arbitrator from the submitted list, P.E.R.C. may be requested by either party to designate an arbitrator.
- c. 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. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- d. The parties involved in the arbitration shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half (1/2).

ARTICLE 6
JOB SECURITY AND SENIORITY

- A. The Board shall act with respect to promotions, transfers and assignments and layoffs as follows:

The Board will give primary consideration to the best interest of the school district including as its primary consideration qualifications to perform the work and then seniority.
- B. Seniority shall be defined as length of continuous, unbroken service of an employee within a specific classification within the school district. Seniority shall be defined on two (2) levels as follows:
 - 1. District-wide seniority shall begin the first (1st) day of employment in the district and shall end with the termination of employment;
 - 2. Job classification seniority shall begin on the first (1st) day of employment in that job classification and shall cease to accumulate on the last day of service in that job classification.
- C. All notices shall be posted in each school by the Superintendent or his designee for a specific vacancy and shall include position, job location and hours of work. The notice shall be posted for five (5) working days and employees interested must submit a

written application to the Superintendent or his designee within the aforementioned five (5) working days posting period to be considered for the vacancy. The notice shall state the title of the job and its location. Employees who have acquired experience, skill and ability, physical or otherwise, to do the work required in the job, without training, shall be given consideration before an applicant outside the school system.

All such applicants shall be considered and will be given a reply to their application. The Superintendent shall determine the qualifications and abilities of the employees who apply; and in the event two (2) applicants are of equal experience, skill and ability, the applicant with the greater seniority shall be awarded the job.

The decision of the Superintendent in determining promotions, transfers and assignments for the filling of vacancies and new positions shall be final.

D. A custodian shall acquire tenure status on July 1, 1971 and each July 1st thereafter under the following conditions:

1. He had devoted his full time to the duties of his position and has served therein for three (3) consecutive calendar years from the date of employment.
2. He shall have been recommended for tenure by the Superintendent of Schools on the basis of satisfactory performance.

A custodian shall hold his position under tenure during good behavior and efficiency in the performance of his duties. The Board shall retain the right to withhold the granting of tenure to any custodian who does not meet both conditions listed above in Sections 1 and 2. Where doubt exists about the custodian's ability to properly perform in his position, the Board may request the custodian's resignation, or may continue his employment on a probationary basis for one (1) full school year under a contract.

Custodians hired after January 26, 1998, will not be eligible for tenure. At the beginning of the fourth year of employment, said custodians can only be terminated for just cause with the determination on just cause to be made by a neutral third party with the decision binding on both the Board and the Association.

E. In the event a reduction in force is required, such a reduction will take place in accordance with the following provisions:

1. The least senior employee in the classification affected shall be laid off. In this event, if the employee being laid off had previously worked in the same or lower classification, he may displace a less senior employee in such classification and that employee shall be laid off, subject to the senior employee's ability to perform the work.
2. In the event that within eighteen (18) months from the date of his layoff a vacancy occurs in a classification which he previously held, a laid-off employee shall be entitled to recall thereto in the order of his seniority if he had notified the Superintendent or his designee, in writing, within sixty (60) to ninety (90) days from his date of layoff that he desired to be placed on the recall list.

3. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail, return receipt requested. Within three (3) days receipt of such notice of recall, the employee shall notify the Superintendent or his designee, in writing, whether or not he desires to return to work. If he fails to comply with this provision, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within two (2) days from the date he receives the recall notice or within such period of time as set forth in written extension of time period signed by the Superintendent or his designee. In the event he shall fail to report to work, he shall forfeit all of his seniority and all rights to recall.

F. An employee who has accepted an assignment in a classification lower than the classification he held prior to a reduction in force, shall be entitled to be assigned in the order of seniority to the first vacancy which becomes available in his/her former classification.

G. Four (4) weeks notice of layoff shall be given to any employee.

H. In the event a unit member is terminated due to the decision of the Board of Education to subcontract custodial or maintenance services, the terminated employee shall be paid by the Board within 60 days after cessation of his/her employment, a severance payment of \$500 for every year of employment with the Board of Education. Severance payments shall be subject to the following conditions:

1. Severance payments shall be paid for no more than twenty-five (25) years of service.

2. Severance payments shall be made at 1/2 of regular rate to any terminated employee who accepts employment with any Board subcontractor who furnishes services to the district.

3. It is understood that termination due to subcontracting includes termination due to an interlocal services agreement with South Brunswick Township.

ARTICLE 7 PAYMENT OF SALARIES AND HOURS OF WORK

A. The day shift shall consist of eight and one-half (8 1/2) hours including one-half (1/2) hour for lunch. The night shift shall consist of eight (8) hours including one-half (1/2) hour for dinner. Night shift is defined as the work shift commencing anytime after twelve (12) noon. The basic work week is forty (40) hours for day shift personnel and thirty-seven and one-half (37 1/2) hours for night shift personnel.

B. Overtime performed on weekdays and Saturdays shall be paid at the rate of one and a half (1 1/2) times the custodian's hourly rate, except as noted below:

The hourly rate shall be determined by dividing the annual salary rate by two thousand eighty (2,080) hours for day shift custodians and one thousand nine hundred fifty (1,950) hours for night shift custodians. Double time shall be paid for work performed on Sundays and holidays when the Board of Education requires work on those days.

Time and a half shall be paid for Saturday boiler checks in a building, but not to exceed one and a half (1 1/2) hours. If the custodian is specifically requested by management to take compensatory time in lieu of overtime within the same week and he agrees, the custodian shall receive one and a half (1 1/2) hours off for each overtime hour performed.

- C. In the event assignment of overtime is made to custodial unit members, it shall be based upon a rotation list developed by the administration of each school. Each list shall comprise only custodians normally assigned to that school. Individuals offered overtime shall sign the list indicating either acceptance or refusal. Reasonable effort shall be made to obtain signature prior to assignment. In the event of an emergency the assignment provision is waived.
- D. Overtime shall be paid in the paycheck which follows the pay period in which the work is performed. Work performed between the first (1st) and fifteenth (15th) of the month to be paid on the thirtieth (30th). Work performed between the sixteenth (16th) and the thirty-first (31st) to be paid on the fifteenth (15th). All overtime checks shall list the number of hours worked and the rate of compensation.
- E. All custodians, be they newly hired or not, may be required to obtain, within one (1) year, a black seal fireman's license. The Board shall pay all costs and expenses to secure said license. The Board also agrees to pay all yearly renewals for said license while the employee is employed by the Board.
- F. Paychecks will be issued on the fifteenth (15th) and the thirtieth (30th) of each month. If such payday falls on a weekend, a school holiday or vacation period, the checks shall be issued on the last previous work day. All checks will be issued to employees without delay. Effective July 1, 2007, all unit members shall be paid through a direct deposit system under rules established by the Administration.
- G. Effective upon ratification of the contract, the Board may place new employees on the salary guide up to and including the fifth (5th) step. Computer technicians are excluded from this provision.
- H. Effective July 1, 2001, there shall be two shifts in the district (Monday through Friday) and (Tuesday through Saturday). The Tuesday to Saturday shift shall be limited to two staff members.
- I. Accumulated compensatory time may not exceed 80 hours at any one time. Unused accumulated compensatory time must be used by June 30 or payment for all accumulated hours at the custodian's hourly rate of pay will be issued on July 15. An employee may request compensatory time instead of payment. Final decision on that request rests with the Administration.

ARTICLE 8
HEALTH BENEFITS

- A. During the terms of this Agreement, all employees and their eligible dependents will receive the following benefits:
1. Blue Cross/Blue Shield, Rider J. and Major Medical benefits through the New Jersey School Employees Health Benefits Plan. No earlier than April 1, 2010, any employee who is enrolled in Direct 10 shall pay the difference between the Direct 10 Plan option and the Direct 15 Plan option by way of equal payroll deductions. Employees will have the opportunity to switch Plan options prior to the implementation of this section.
 2. Dental insurance for employee only through the New Jersey Dental Service Plan with a \$25.00 deductible. Effective July 1, 2006, the Board's maximum contribution to the family dental plan shall not exceed \$565 over the single plan cost per enrolled unit member per year. If the cost of such insurance exceeds the per enrolled unit member cost of \$565 plus the single plan cost, the additional cost shall be borne by unit members covered by the family plan.
 3. Effective upon ratification of the contract, the prescription co-pay for an employee shall be \$15 for brand name (generic equivalent available), \$10 for brand name (no generic equivalent available), \$3 generic, and \$5 mail order. Effective July 1, 2008, the prescription co-pay for an employee shall be \$20 for brand name with a generic equivalent available, \$15 for brand name with no generic equivalent available, \$3 for generic, and a mail order of the same relevant co-pay (\$20, \$15, \$3) for a 90 day supply.
 4. Effective July 1, 1993 unit members whose official employment commences on or after July 1, 1993 shall be covered by single prescription for the first three (3) years of employment. Said unit members may buy into other enrollment levels.

ARTICLE 9
LEAVES OF ABSENCE

A. Sick Leave

1. Employees shall earn twelve (12) days of sick leave for twelve (12) months of service. Each day of absence covered by sick leave shall constitute service performed.
2. Bargaining unit members newly employed on or after August 1st of any year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the work year.
3. Sick leave not taken during the year shall be credited and accumulated from year to year without limit.

4. Employees who have completed fifteen (15) years of service in South Brunswick will, upon retirement from the District, receive payment for all accumulated sick days at the rate of \$40 per day.

B. Extended Disability

1. Total Disability

- a. results from bodily injuries or disease, and
- b. wholly prevents the employee from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.
- c. The employee must be under the care of a physician. The Board may require examination and statements from doctors of its own choosing as frequently as it is deemed necessary. The Board shall pay the cost of its examining physician(s).

2. Eligibility

- a. Extended total disability benefits shall be payable to all full-time employees who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.
- b. Benefits shall not be available to any employee who has been notified in writing that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph d. below.
- c. Benefits shall not be available to any employee who submits his/her resignation in writing prior to the start of his/her total disability.
- d. Benefits to an employee whose services are to be terminated by a certain date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of such termination provided that the employee is totally disabled at that time.
- e. A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of benefits shall be considered a continuation of the original disability.

3. Benefits

- a. An employee becomes eligible for payment under this section only after using one hundred percent (100%) of available accumulated sick leave days or waiting thirty (30) calendar days after the onset of the disability, whichever is longer.
- b. The amount of the monthly payments shall be determined in the following manner:
 - (1) The basic monthly salary shall be computed by dividing the annual salary by the number of months the employee is required to perform service, as provided in the annual contract.
 - (2) Ten (10) month employees from (September to June) shall not be eligible for benefit payments under this program during the months of July and August.
 - (3) Payments shall be made at the rate of sixty-seven percent (67%) of the employee's salary subject to the limitations of e. below, at the time disability began except that there shall be two thousand five hundred dollar (\$2,500) monthly limit on payments under this Section.
- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits shall also be payable for a portion of a month. The maximum number of months that benefits shall be payable is 12 (twelve).
- d. Benefits under this program shall be reduced by the amount of any Workers Compensation payments and by disability payments under Social Security. The employee shall be required to apply for such payments, if potentially eligible. Failure to qualify for either Workers Compensation or Social Security disability payments shall not disqualify payment of benefits under this extended disability provision. In no case shall benefits be payable concurrently with payments received by an employee for retirement under any State employees' pension plan.
- e. The employee shall be required to apply for permanent disability payments under P.E.R.S. if potentially eligible. Once disability eligibility begins under this Article and if an employee is eligible for Social Security disability payments, his or her payments under this Section shall not be further reduced by any cost-of-living increases under the Social Security Act.

4. Exclusion of Benefits

- a) Benefits shall not be payable for a disability resulting from:
 - (1) Disease or bodily injury willfully and intentionally self-inflicted.
 - (2) Injury incurred or disease contracted prior to becoming an employee of the South Brunswick School System, unless employed for more than three (3) years in the system.
 - (3) Declared or undeclared war, insurrection, invasion, rebellion, revolution, Civil War, or Civil Riot.
- b) Benefits shall not be payable while a salary is being paid through the use of accumulated sick leave.

5. Procedure for Applying for Benefits

- a) An application for total disability benefits under this program must be accompanied by physician's certificate listing the nature and condition and the length of total disability of the employee.
- b) An application for total disability shall be submitted only after the sick days, under the terms of B.3.a have been used to cover absence resulting from his/her total disability or, in the event the employee has less accumulated sick leave days than can cover the alternative waiting period, thirty (30) calendar days, whichever is longer.

C. Maternity Leave

- 1. A leave of absence without pay shall be granted for maternity reasons to any female custodian subject to the following conditions:
 - a) Any requests for maternity leave shall normally be made three (3) months prior to the effective leave date. Said request shall be submitted both to the School Principal and Superintendent.
 - b) Maternity leave can be continued until the beginning of the third year after the school year containing the maternity leave. If the employee so elects, she may return to her job at the beginning of either of the two (2) intervening school years. By mutual agreement between the employee and the Superintendent, she may return at any time during the two (2) intervening school years.
 - c) The date when an employee shall continue her duties, shall be determined on an individual basis, in accordance with the physical well being of the employee.

d) The date of return from maternity leave shall be determined on an individual basis in accordance with the physical well being of the employee.

e) Medical Insurance

The Board of Education shall pay the cost of medical insurance three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first.

2. An employee not on tenure who becomes an expectant mother shall give written notice of the fact at least three (3) months before confinement date. The date of her resignation and termination of her services shall be determined on an individual basis. Should she wish to return to the staff at a later date, careful consideration shall be given to her application. If the date of termination should fall on or after April 1st of the third (3rd) year of the probation period and she is recommended for tenure, the date of her possible return shall be determined by the same policy as given a return of employees on tenure.

D. Personal Leave

1. Employees shall be entitled to three (3) days or six (6) half-days personal leave per year with pay. Personal leave shall not be cumulative and must be applied for at the earliest possible date. Personal leaves of absence shall be limited to either two (2) persons or five percent (5%) of the members of the bargaining unit, whichever is larger, on any given workday. Personal leave may not be used to extend a vacation or holiday period. In order to use a personal day, an employee must give 48 hours written notice, except in the case of an emergency, to his/her immediate supervisor of intention to use a personal day.
2. Bargaining unit members newly employed on or after January first (1st) of any year shall be granted one (1) full personal day or two (2) half days to cover the balance of the work year.
3. Unused personal leave days for each year shall be converted to sick days and added to the employee's accumulated sick leave at the end of each school year.

E. Court Subpoena

No salary deduction shall be made for absence when subpoenaed to be a witness in court.

F. Jury Duty

Those regular employees called for jury duty shall be paid at their regular rate, and shall not be required to report to work.

G. Absence for Death

1. Five (5) days leave of absence with pay will be granted upon request when death occurs in the immediate family. Immediate family is defined to include spouse, children, brother or sister of the employee, parents, grandparents of employee or spouse, other family members for whom the employee is legally responsible and any other member of the immediate household.
2. One (1) day leave of absence with pay may be granted upon approval by the Superintendent, or his/her designee to attend the funeral of a close relative or a close friend.
3. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a grandchild, brother-in-law or sister-in-law.

H. Sick Leave for Service-Connected Disability

Whenever any employee, entitled to sick leave under this Section or under *N.J.S.A. 18A:30-1 or 18A:30-2*, is absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of employment, the Board shall pay to such employee the full salary of wages for the period of such absence for up to one (1) calendar year without such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for such absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, of the Revised Statutes. Any payment of salary or wages paid or payable to the employee pursuant to this Section shall be reduced by the amount or any workers compensation award made for temporary disability.

I. Applying for Leaves of Absence

All leaves of absence must be applied for in writing.

J. Permission to Leave During Working Hours

A custodian may not leave his building during his assigned working day, without permission from his immediate supervisor.

ARTICLE 10
PAID VACATIONS

A. Vacation entitlements

1. A custodian on staff prior to July 1, 1984 shall be entitled to a paid vacation each year according to the following schedule:

<u>Continuous Service Performed Prior to July 1st</u>	<u>Entitled to Paid Vacation Days</u>
3 months or less	none
4 months	3
5 months	4
6 months	5
7 months	6
8 months	7
9 months	7
10 months	8
11 months	9
1 year but less than 5 years	10
5 years to 7 years	15
8 years to 10 years	17
11 or more years	20

2. Employees newly-hired on or after July 1, 1984 shall be entitled to a paid vacation each year according to the following schedule:

<u>Continuous Service Performed Prior to July 1st</u>	<u>Entitled to Paid Vacation Days</u>
5 months or less	0 days
6 months completed service	5 days
7 months completed service	6 days
9 months completed service	7 days
10 months completed service	8 days
11 months completed service	9 days
12 months but less 5 full years	10 days

5 years but less 8 full years	15 days
8 years but less 11 full years	16 days
11 years but less 15 full years	17 days
15 years or more service	20 days

- B. A custodian with less than twelve (12) months of service, resigning from his/her position before July 1st, shall be entitled to a paid vacation as enumerated in Section A above.
- C. The Board will attempt to arrange vacations to suit the wishes of the employees with the understanding that wherever possible, employees will be given a choice of vacation periods in order of their seniority within their classification.
- D. Normal period of vacation will be from July 1 through the week of August 15. However, an employee may be granted vacation time throughout the year with the approval of the Superintendent or designee.
- E. Employees with one (1) or more years of service with the District, who retire or resign, shall be eligible for payment of accumulated vacation on a prorated monthly basis for time worked.
- F. Five (5) vacation days may be carried over into the following year but must be used during that year.

ARTICLE 11
HOLIDAYS

- A. 1. Employees shall be entitled to sixteen (16) paid holidays during the school year, as listed below:

Independence Day	1 day
Labor Day	1 day
Yom Kippur	1 day
N.J.E.A Convention	2 days
Thanksgiving Day	1 day
following Thanksgiving	1 day
December 24	1 day
December 25	1 day
December 31	1 day
New Year's Day	1 day
Martin Luther King Day	1 day
President's Day	1 day
Good Friday	1 day
Easter Monday	1 day
Memorial Day	1 day

2. If school is open on any of the above holidays, it shall not be a guaranteed holiday. However, in that case, another day agreed to by the individual employee and the supervisor shall be a holiday.
- B. Any employee may elect to work three (3) of the listed holidays and in such an event shall notify the Supervisor of Buildings and Grounds of such elections by June 1st preceding the school year in which the holiday falls. Such notice shall specify which three (3) holidays the employee elects to work. The notification date of June 1st shall be extended for good cause. It is expressly understood that employees shall have free choice not to elect to work the three (3) holidays. Employees who work the three (3) holidays shall receive one (1) day's pay at straight time rate for each holiday worked in addition to their regular annual salary. Compensation for each holiday worked shall be paid by separate check. In the event an employee is unable to work any of the specified three (3) holidays, he will not be compensated as if he had worked and he will not be charged for a sick day. An employee may not elect to work any holiday where Board policy expressly prohibits all employees from working on such a holiday.
- C. If a holiday falls during a custodian's vacation period or on a weekend, he shall be entitled to an additional day off with pay.

ARTICLE 12
SALARY GUIDES AND STIPENDS

CUSTODIANS: 2009-2010 SALARY

2008-2009 STEP	2009-2010 STEP	2009-2010 SALARY
***1	1	36300
2	2	36400
3	3	36500
4	4	36700
5	5	36900
6	6	37600
7	7	38750
8	8	40500
9	9	42500
10	10	45500
11	11	48900
	12	51000
13	13	52225

CLEANERS: 2009-2010 SALARY

2008-2009 STEP	2009-2010 STEP	2009-2010 SALARY
***	1	26055
1	2	27675
2-3	3	29300
OFF	OFF	32201

CUSTODIANS: 2010-2011 SALARY

2009-2010 STEP	2010-2011 STEP	2010-2011 SALARY
***	1	37400
1	2	37500
2	3	37550
3	4	37650
4	5	37850
5	6	38000
6	7	38750
7	8	40500
8	9	42500
9	10	45250
10	11	49020
11	12	51370
12	13	52825

CLEANERS: 2010-2011 SALARY

2009-2010 STEP	2010-2011 STEP	2010-2011 SALARY
***	1	26055
1	2	27675
2-3	3	29300
OFF	OFF	32201

CUSTODIANS: 2011-2012 BASE SALARY

2010-2011 STEP	2011-2012 STEP	2011-2012 SALARY
***	1	38100
1	2	38200
2	3	38300
3	4	38350
4	5	38400
5	6	39000
6	7	39200
7	8	40500
8	9	42500
9	10	45870
10	11	48120
11	12	51620
12-13	13	53525

CLEANERS: 2011-2012 SALARY

2010-2011 STEP	2011-2012 STEP	2011-2012 SALARY
***	1	27086
1	2	28706
2-3	3	30326
OFF	OFF	33126

STIPENDS
2009-2010, 2010-2011 AND 2011-2012

Black Seal License	\$325
Grounds/Maintenance/Courier/Mechanic	\$825
Skilled Technicians/Computer	\$3075
Bus License	\$375
Rover	\$575
Lead Mechanic	\$1,000
Longevity A (12 to 15 years)	\$300
Longevity B (15 years or more)	\$1320

- A. All new personnel must be employed at least five (5) months prior to July 1st in order to be eligible for an annual increment the following year.
- B. Unless specified, all positions are on a twelve (12) month basis.
- C. Effective July 1, 2000, the annual clothing and safety shoe allowance will be \$450. The allowance will be limited to approved uniform, shoe, and outwear apparel. All custodians will be required to wear uniforms and safety shoes while on duty. Receipts for clothing allowance will be due by April 1st.
- D. Increments or other increases may be withheld for inefficiency or other just cause. The custodian shall be given written notice stating the reasons said increments have been withheld. Upon receipt of such notification, the custodian may, within ten (10) school days, file a grievance in accordance with the prescribed procedure set forth in Article 5 of this Agreement. Said grievance shall commence at Level Two.
- E. The district shall furnish work safety shoes at its expense to all employees who, in turn shall be expected to wear same at work each day.
- F. Employees with 12 to 15 years of service in the district shall receive a longevity payment of \$300 annually. Employees with 15 or more years of service with the district shall receive a longevity payment of \$1320.
- G. Employees must receive written prior approval from the Director of Buildings and Grounds or the Director of Technology for any courses or programs to be eligible for reimbursement or compensation. Furthermore, each class hour of a completed course and/or program should be considered the equivalent of one (1) point awarded. Employees shall be compensated as follows on an accumulated point schedule:

More than 100 but less than 500	\$500
500 points but less than 1000	\$1000
1000 points but less than 1500	\$1500
1500 points but less than 2000	\$2000
More than 2000	\$2500

- H. Any employee who is temporarily assigned to perform a job in a classification with a higher rate of pay for more than ten (10) consecutive working days or ten (10) days in a given pay period, shall receive a per diem allowance equal to the differential between the higher rate and the lower rate of pay at the current step on the guide.
- I. All bus drivers assigned to a run after one (1) P.M. on that same day shall be paid a minimum of two (2) hours salary inclusive on the run. If the reason for the late notice is another maintenance person's failure to complete an assigned run then the minimum hour provision will not go into effect for that run.

ARTICLE 13
JOINT COMMITTEE

- A. The parties hereto believe that the efficiency of the respective employee's service to the student population of the schools and the welfare of the employees will be better served by periodic meeting of a joint committee wherein both the employer and the employees may discuss and implement suggestions for improving the services of the employees.
- B. The committee shall consist of the Superintendent and two (2) other members designated by the Superintendent and three (3) members designated by the Association. The committee shall meet regularly each month during the school academic year, on the date and at the time mutually determined by the members of such a committee.
- C. The feasibility and planning of in-service education and the establishment of a personnel advisory committee will be included in the scope of this committee.

ARTICLE 14
AGENCY FEE

A. Purpose of Fee

If an custodian does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said custodian will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the custodian's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five percent (85%) of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those custodians who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such custodians in accordance with paragraph 2. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

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

- a. ten (10) days after receipt of the aforesaid list by the Board; or
- b. thirty (30) days after the custodian begins his or her employment in a bargaining unit position, unless the custodian previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the custodian's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If a custodian who is required to pay a representation fee terminated his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said custodian during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

D. The parties agree that per diem substitutes are excluded from this agency fee payment.

E. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 15
ENROLLMENT PLAN

Children of full-time custodians shall be entitled to enroll in the South Brunswick School District according to the district's open enrollment policy. The custodian shall be required to pay 20% tuition. A schedule of payments shall be established by the Administration.

ARTICLE 16
MANAGEMENT RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State Law, retains the right subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations,
1. to hire, promote, transfer, assign and retain employees in
positions within the school district, and for just cause to suspend, demote, discharge or take other disciplinary action against employees,
 2. to abolish any such position for the reasons of economy or because of reduction in the number of pupils or of change in administrative or supervisory organization of the district or for good cause (18A:29-9),
 3. to maintain the efficiency of the school district operations entrusted to them,
 4. to determine the means by which such operations are to be conducted, and
 5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.
- B. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE 17
WORK CONTINUITY CLAUSE

- A. The Association agrees that for the life of this Contract, there shall be no strike, slow down, sick-out or other similar action, the result of which is a concerted effort or an individual effort by an employee or a group of employees to withhold and employee or a group of employees' service from the Board.
- B. The Board agrees that for the life of this Agreement, there will be no lock-out of employees or the Association.

ARTICLE 18
MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

- B. It is understood by all parties that under the ruling of the Courts of New Jersey, and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- C. If any provisions of this Agreement or any application of this Agreement to any employee or group 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 applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. 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 Association, to the Board at PO Box 181, Monmouth Junction, New Jersey 08852
 - 2. If by the Board, to the Association at the residence of the President of the Association.

The Association shall file with the Board a letter designating the President of the Association during the term of this Agreement.

- F. The Board of Education and the Maintenance Association agree to establish a committee to study areas of professional growth and training and availability of same.

ARTICLE 19
EFFECT AND DURATION

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement, or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws of 1974.
- B. Within sixty (60) days after this Agreement is adopted, copies shall be printed and distributed, at Board expense, to all persons included within the scope of said Agreement.
- C. This Agreement shall be effective as of July 1, 2009, and shall continue in effect through June 30, 2012.
- D. Should a change in this Agreement be mutually agreed upon, it shall be reduced to writing and signed by the Presidents of the respective parties, and adopted by the Board

SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

By _____
President

By _____
Secretary

Date _____

SCHOOL MAINTENANCE ASSOCIATION OF SOUTH BRUNSWICK

By _____
President

By _____
Vice President

By _____
Secretary

By _____
Treasurer

Date _____

APPENDIX
CLEANER – TERMS AND CONDITIONS OF EMPLOYMENT

Memorandum of Agreement
Between the Board of Education and the
South Brunswick School Maintenance Association

The Board of Education and the Association agree that a category of employees called “cleaner” shall be established effective immediately. It is understood that all cleaners shall go through a three-year probationary period and then be placed on the regular custodial guide at the beginning of the fourth year. All terms and conditions of the probationary category shall be subject to the regular collective bargaining process.

Until a successor agreement is negotiated, the following shall be the terms of conditions of employment:

- 1) Salary Guide as set forth in Article 12
- 2) In the first year of a cleaner’s employment:
 - a. Medical coverage through the School Employees Health Benefits Plan per Article 8, A. 1.
 - b. Twelve sick leave days
 - c. Holidays per Maintenance contract
 - d. All other non-compensation language
- 3) In the second year of a cleaner’s employment:
 - a. Medical coverage through the School Employees Health Benefits Plan per Article 8, A. 1.
 - b. Twelve sick leave days
 - c. Holidays per Maintenance contract
 - d. One Personal day
 - e. One week Vacation
 - f. All other non-compensation language
- 4) In the third year of a cleaner’s employment:
 - a. Medical coverage through the School Employees Health Benefits Plan **per** Article 8, A. 1.
 - b. Blue Cross Pharmacy Plan per the collective bargaining agreement
 - c. Twelve sick leave days
 - d. Holidays per Maintenance contract
 - e. Two personal days
 - f. Two weeks Vacation
 - g. All other non-compensation language
- 5) In the fourth year of a cleaner’s employment:

Placement on custodial guide Step 1 and all other benefits listed in the collective bargaining agreement.

Addendum: If directed to perform snow removal tasks, the cleaners will be compensated with an additional \$11.00 per hour.