

**AGREEMENT  
2009 - 2012**

**between the**

**BOARD OF EDUCATION**

**of the**

**TOMS RIVER SCHOOLS**

**and the**

**TOMS RIVER HEAD CUSTODIANS  
HEAD GROUNDSKEEPERS**

**and**

**CAFETERIA MANAGERS**

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**ARTICLE I - RECOGNITION**

A. It is agreed that the following category of employees will be recognized for the three year period of the Agreement - Head Custodians, Cafeteria Managers (10 months and 12 months) and Head Groundskeepers.

Excluding substitutes, per diem employees and all other employees.

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

**ARTICLE 2 - NEGOTIATION PROCEDURE**

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

B. Not later than October 8, 2011, the Board agrees to initiate negotiations with the Association over a successor Agreement. By the same date, the Association agrees to present to the Board its proposals for the successor Agreement.

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

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

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

F. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, both party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of

either or both of the parties at the time they negotiated or executed this Agreement.

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

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

#### **A. Definition:**

1. A "grievance" shall mean a complaint by a worker that there has been a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of this agreement or a change in terms and conditions of employment.
2. A "grieved" is the person or persons making the claim.
3. A grievance to be considered under this procedure must be initiated in writing by the worker within thirty (30) calendar days from the time when the worker knew or should have known of its occurrence.

#### **B. Procedure:**

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.  
  
b. It is understood that employees shall, during and notwithstanding the dependency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

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

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

- a. The nature of the grievance.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The results of previous discussions.
- d. His dissatisfaction with decisions previously rendered.

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

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

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

6. If the grievance is not resolved to the employee's satisfaction, he, not later than five (5) working days after the receipt of the Superintendent's decision may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by

a third party, they 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 grievance involving any of the following points:

- a. Any matter for which a method of review is prescribed by law or regulation of the State Commissioner of Education such as, but not limited to, questions on tenure, increment denial or suspension.
  - b. Any matter which according to law, is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by Chapter 123, Public Laws 1974.
  - c. A complaint by an employee occasioned by the withholding of a salary increase or increment.
8. For those items specified as non-arbitrational, the Board shall, if requested by the grievant, meet and hear the grievant position.
- 9 . a. The following procedure will be used to secure the services of an arbitrator:
- (1) A request will be made to the Public Employees Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.
  - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employees Relations Commission to submit a second roster of names.
  - (3) If the parties are unable to determine within ten (10) working days of either the initial request for arbitration or the second request, which comes later, a mutually satisfactory arbitrator from the second submitted list, the Public Employees Relations Commission may be requested by either party to designate an arbitrator.
- b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the

arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

c. Rights of employees to representation:

- (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
  - (2) When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the Assistant Superintendent's written decision made in response to a written grievance shall be given to the Association.
  - (3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.
- d. The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrators shall be shared by each party paying one half (1/2).

#### **ARTICLE 4 - EMPLOYEES RIGHTS**

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

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

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

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

#### **ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES**

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

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations or grievance procedure he shall suffer no loss of pay. However, the Association shall pay one half (1/2) the cost of substitutes.

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

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual

equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. (School mailboxes may be used for meeting notices, minutes, etc.)

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

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

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

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

#### **ARTICLE 7 - SALARIES**

A. The salary of each employee covered by this Agreement is attached hereto and made a part of this Agreement.

B. All twelve (12) month employees shall be paid every two weeks.

C. All employees employed on a ten (10) month basis shall be paid every two weeks.

D. When a pay day falls on or during a school holiday, vacation or weekend, workers shall receive their pay checks on the last previous working day.

E. All overtime will be paid according to the Supplemental Pay Schedule.

F. Ten (10) month employees shall receive their final checks on the last working day in June.

G. Any twelve (12) month employee employed on or before February 1st will be considered to have one (1) year's experience on the following July 1st. Any twelve month employee employed after February 1st will be considered a new employee on the following July 1st.

H. Cafeteria salaries will be based on approximately thirty-nine (39) weeks; thirty-seven (37) weeks of school, ten (10) days of paid holidays for the 2009- 2012 school years and one week for opening and closing cafeteria.

I. Any Cafeteria Manager employed on or before February 1st will be considered to have one (1) year's experience on the following September 1st. Any cafeteria manager employed after February 1st will be considered a new employee on the following September 1st.

J. Cafeteria Managers working an outside function shall receive not less than two (2) hours pay at the following rate and be included on the availability list on a rotating wheel:

- 2009-2010 school year - \$20.00
- 2010-2011 school year - \$20.00
- 2011-2012 school year - \$20.00

K. The Salary of a current full time Custodian/Groundskeeper appointed Head Custodian/Head Groundskeeper shall be calculated as follows:

\$2,000 will be added to the employee's current base salary. This sum will then be used to find the next highest pay level for the current year on the contract salary guide, and said next highest pay shall be the employee's new salary as Head Custodian/Head Groundskeeper.

L. Cafeteria Managers will receive their regular salary for hours attending Professional Day In-Services and any meeting called by their supervisor after regular working hours.

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

This Article covers all employees except Cafeteria Managers.

### **A. Work Shifts:**

1. Any employee working a shift that begins no earlier than 6:00 A.M. or terminates no later than 6:00 P.M. shall be considered on a day shift.
2. The length of a day shift shall be eight (8) hours plus one-half (1/2) hour for lunch.

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

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

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

E. The days to be considered paid holidays for the 2009 - 2012 Contract Years will be negotiated with the Association prior to July 1st each year.

F. Vacations shall be granted at the discretion of the Assistant Superintendent or his designee. Vacation must be used in appropriate school year and cannot be accumulative.

G. Cafeteria Managers will work 7<sup>1</sup>/<sub>2</sub> hour shift starting no earlier than 6:00 a.m. and ending not later than 6:00 p.m.

## **ARTICLE 9 - OVERTIME**

Overtime: Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after regular work hours; or any day other than provided in the regular work year and are over forty (40) hours per week.

A. At the beginning of each school year (September 1), all employees must indicate whether or not they are available for overtime assignments.

1. All overtime assignments will be made from the Availability List.

B. Each building will be responsible for taking care of its own overtime needs.

1. Overtime assignments will be posted seventy two (72) hours in advance whenever possible.
2. In the event that the number of employees needed exceeds those available in a given building, extra employees will be obtained from a central pool.
3. Overtime assignments will be made from a rotating list. Any employee, who refuses an overtime assignment, will drop to the bottom of the list.

C. All overtime will be tabulated and paid according to the Supplemental Pay Schedule.

D. All overtime will be rounded to the nearest fifteen (15) minutes at the end of each pay period. This will be remunerated at the rate of one and one-half (1-1/2) times the hourly salary.

E. All overtime remuneration shall be at the proper rate and consistent with the Fair Labor Standards Act, USCA 29:201, et seq.

F. In the event of an emergency call-in of an employee, there will be a guaranteed minimum of two (2) hours. Three (3) hours for the following days – Christmas, New Years Day, Easter, Thanksgiving and July 4.

G. Employees who are assigned and show up for an activity shall be guaranteed a minimum of two (2) hours. In the event the activity is cancelled, the employee assigned shall be notified in a reasonably sufficient time in advance, if possible.

H. When a Head Custodian does a building check on the following days: Christmas, New Years Day, Easter, Thanksgiving, and July 4, they will receive two (2) hours at 1 ½ salary for the check. If the Head Custodian or Head Groundskeeper is working an event any of those days, they will receive 1 ½ times their salary for the hours worked.

I. All Head Groundskeepers will receive two (2) times their regular salary for working on Thanksgiving Day.

#### **ARTICLE 10 - SICK LEAVE**

A. Twelve (12) month employees shall be entitled to twelve (12) sick leave days per year. This shall be as of the first of July whether or not they report for duty on that day.

1. New employee's sick leave shall be prorated.

B. Cafeteria Managers are entitled to ten (10) days sick leave each year.

1. New employee's sick leave shall be prorated.

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

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

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

F. Employees shall be given a written accounting of accumulated sick leave.

G. All members, after twenty (20) years of service in the district, will be paid upon retirement for unused sick leave as follows:

1. 2009-2010 at the rate of \$120.00 per day for unused sick leave to a maximum of \$12,000.00.
2. 2010-2011 at the rate of \$120.00 per day for unused sick leave to a maximum of 12,000.00.
3. 2011-2012 at the rate of \$120.00 per day for unused sick leave to a maximum of \$12,000.00.

A pro-ration of 75% of the above benefits in "G" will be given to an employee with fifteen (15) years of service.

#### **ARTICLE 11 - INSURANCE PROTECTION**

A. All new employees, certified and non-certified, effective July 1, 1994 will only receive single coverage with the option of purchasing other benefits offered to other employees of the Board of Education.

After three (3) consecutive years of service, or three (3) years consecutive service in a four (4) year period, these new employees shall receive all additional benefits.

B. The Board shall provide the health care insurance protection designated below:

1. Provisions of the health care insurance program shall be detailed in master policies as agreed upon by the Board and the Association and shall include:

- a. Eligibility - Effective Date
- b. Important Information about Your Medical Plan
- c. Health Maintenance Organization
- d. Hospital Benefits
- e. Skilled Nursing Facility Benefits
- f. Surgical Benefits
- g. Anesthesia Benefits
- h. Assistant Surgeon Benefits
- i. Laboratory and X-Ray Benefits
- j. Radiotherapy Benefits
- k. Prescription Drug Benefits
- l. Emergency Accident Benefits
- M. Major Medical Benefits
- n. Medical Conversion Privilege
- o. General Limitations
- p. Medicare Eligibles
- q. Coordination of Benefits
- r. Payment of Benefits
- s. Termination of Insurance
- t. Benefit Extension
- u. Accident and Health Provisions

2. Prescription Plan - \$5.00 co-pay for generic drugs and \$10.00 for name brands.

3. Dental plan - no deductible

4. Optical - Family plan, \$10.00 co-pay to cover the annual costs of eye examinations, lenses and frames.

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

C. The Board and the Association shall provide to each Association Member a description of the health care insurance coverage provided

under this Article no later than the beginning of the 2009 school year, which shall include a clear description of conditions and limits of coverage as listed above.

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

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

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

## ARTICLE 12 - TEMPORARY LEAVE OF ABSENCE

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

1. Employees are entitled to three (3) days of personal non cumulative leave, subject to advance notice and approval secured from the Superintendent. No more than five (5) employees will be granted leave on any one given day. No reason required for personal day leave.

No personal days will be granted before or after an extended weekend or holiday. Any exceptions must be submitted in writing to the Superintendent of Schools or his designee for approval.

2. Up to five (5) working days at any one time shall be granted to employees in the event of a death of an employee's spouse, child, mother or father.

3. Up to five (5) working days at any one time shall be granted to employees in the event of death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, spouses grandparents and any other member of the immediate household, provided he attends the funeral or other suitable observance.

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



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

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

7. Other leaves of absence with pay may be granted by the Board for good reason. The Board's decision is not subject to arbitration.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled. Unused personal days shall be converted to sick days at the end of the contract year.

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

A. Subject to the provisions of the Family Leave Act.

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

C. For insurance coverage, employees who are either terminated or retired are subject to the provisions of COBRA.

### **ARTICLE 14 - SENIORITY**

A. A separate seniority list will be compiled by the Supervisor of Head Custodians, Supervisor of Grounds and the Supervisor of Cafeteria Managers based on the employee's first day of employment as a Head Custodian or Cafeteria Manager.

B. In the event of the necessity of staff reduction, lay-off shall start at the bottom of the seniority list. The last employee laid off will be the first to be rehired. This seniority right shall not continue for more than one (1) year.

C. All job openings involving change of duties or increased compensation shall be posted. Assignment will be made on the basis of past performance and acceptance of responsibility which includes attendance and tardiness records. Consideration will be given to seniority.

A complete seniority list shall be posted in all schools by October 1st of each year.

### **ARTICLE 15 - PROTECTIVE CLOTHING/SAFETY GEAR**

A. Head Custodians and Head Groundskeepers are allotted the following per year: five (5) shirts (collar or golf); three (3) pants (denim jeans); three (3) tee shirts; two (2) shorts; two pair of safety shoes (\$125.00 allowance per pair) annually. Two (2) hooded sweatshirts (thermal lined). Bib overalls – one (1) pair per contract (cardhart or equal) or one (1) additional hooded sweatshirt. One (1) winter jacket (cardhart or equal) per contract term or one (1) additional hooded sweatshirt.

B. Cafeteria Managers will receive a Uniform Allowance of \$400.00 per each year of the contract. This amount will be paid in two (2) installments as part of their base pay. The Board will also supply five (5) shirts and two (2) Chef Jackets. The board will supply two (2) pair of Kevlar type safety gloves per school.

C. Failure on the part of any employee to follow safety directives, to adhere to appropriate safety procedures, or to wear appropriate safety clothing or gear in the performance of relating work will be considered grounds for discipline under Article 20 of this Agreement.

### **ARTICLE 16 - MEDICAL EXAMINATIONS**

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

### **ARTICLE 17 - BOILER LICENSES**

A. Any Head Custodian appointed after July 1, 1997 must possess a current Fireman's Black Seal License. Any Head Custodian appointed after July 1, 1997 who does not hold a current Fireman's Black Seal License will be given a grace period of one year from the date of his appointment to obtain one. Failure on the part of any Head Custodian appointed after July 1, 1997 to obtain a Fireman's Black Seal License within one year of his appointment will result in the forfeiture of his appointment to the position of Head Custodian.

B. Any Head Custodian currently employed who holds a current Fireman's Black Seal License, low pressure, and is able to demonstrate a functional knowledge of the mechanical operation of the building to

which he is assigned and is presently being paid will be paid an extra six hundred (\$600.00) dollars per year which will be included in the base salary.

C. The renewal fee for the Fireman's Black Seal License will be paid by the Board.

#### **ARTICLE 18 - HAZARDOUS WEATHER CONDITIONS**

A. Head Custodians and Head Groundskeepers must report to work no later than 10:00 A.M.

B. Any Head Custodian or Head Groundskeeper who does not report to work will lose that day's pay.

C. Any Cafeteria Manager that has reported to work for a delayed opening and school is then cancelled, will receive no less than two (2) hours pay.

Vacation time, sick time and personal days will be permitted if approved at least forty-eight (48) hours in advance. A doctor's note will be required for less than forty-eight (48) hours for sick time.

#### **ARTICLE 19 - EMPLOYEE ADMINISTRATION LIAISON**

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

#### **ARTICLE 20 - DISMISSAL AND DISCIPLINARY ACTION**

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

B. For any action of an employee that does not call for immediate dismissal or suspension the following shall apply:

1. First offense: Verbal warning by the building principal or area supervisor.

2. Second offense: Written warning by the building principal or area supervisor.

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

4. Fourth offense: Dismissal.

#### **ARTICLE 21 - PERSONAL FREEDOM**

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

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

#### **ARTICLE 22 - DEDUCTIONS FROM SALARY**

A. Association Payroll Dues Deduction:

1. The Board agrees to deduct from the salary of its employees dues for the Toms River Head Custodian and Cafeteria Managers Association, the New Jersey Education Association or the National Education Association or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. Such monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Toms River Head Custodians and Cafeteria Managers Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State and National Services:

The Board agrees to deduct from employee's salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such Association or Associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.

### **ARTICLE 23 - TRANSFERS**

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

### **ARTICLE 24 - EMPLOYEE EVALUATION**

- A. 1. All monitoring or observation of the work performance of employees shall be conducted openly and with full knowledge of the employee.
2. All employees will be evaluated at least once a year.
3. This evaluation is to be done by any employee's superior, e.g. Custodian Supervisor, Grounds Supervisor or Cafeteria Director.
4. All evaluations will be reduced to a written statement reflecting the employee's strengths and/or weaknesses and as necessary recommendations/suggestions for improvement.
5. An employee shall be given a copy of each evaluation report prepared by his/her evaluator prior to a formal conference to discuss the report.
6. The Custodial Supervisor, Grounds Supervisor and Cafeteria Supervisor shall establish a folder for all their employees. A copy of all employee evaluations will be kept in this folder. All folders will remain in the possession of the appropriate supervisor.
7. Whenever an employee leaves the district, the evaluation folder is to be permanently filed in the Superintendent's office.
- B. Once a year, upon two (2) working days notice, an employee shall have the rights to review the content of his/her personal file and to make

reproduction of non-confidential file materials at his/her expense. No more than five (5) employees on any one (1) day shall be given such review rights, and no material shall be removed from the file. An employee shall have the right to submit a written answer to any material contained in his/her file and have it attached to such material.

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

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

### **ARTICLE 25 - MISCELLANEOUS PROVISIONS**

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

B. 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 hiring, training or disciplining of employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex or marital status.

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

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

E. Savings Clause:

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement.

**F. Notice:**

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

1. If by the Association to the Board at:  
1144 Hooper Avenue, Toms River, N.J. 08753
2. If by the Board to the Association at:  
Barry Burke, 382 Applegate Ave., South Toms River, NJ 08757

**ARTICLE 26 - REPRESENTATION FEE**

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

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
2. A statement that the Association has established a “demand and return system” in accordance with the requirement of N.J.S.A. 34:13A-5.4.
3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty- five (85%) percent of the regular membership dues, fees and assessments.
4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

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

**C. Payroll Deduction Schedule:**

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the

aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

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

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

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

**ARTICLE 27 - DURATION OF AGREEMENT**

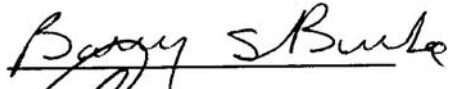

A. This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

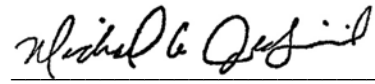
**SALARY GUIDE**

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Head Custodian Groundskeeper	\$1,700.00	\$1,800.00	\$1,900.00
Café Manager	\$1,400.00	\$1,500.00	\$1,600.00

**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE BOARD

  
\_\_\_\_\_  
Michael Jedziniak, Chair

