

AGREEMENT

BETWEEN THE

UPPER TOWNSHIP SUPPORTIVE STAFF ASSOCIATION

AND THE

UPPER TOWNSHIP BOARD OF EDUCATION

FROM

July 1, 2010 to June 30, 2013

DRAFT: 14-Mar-11
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PRINCIPLES

- A. This agreement is negotiated in order to establish terms and conditions of employment of all members of the staff employed in the classifications set forth in Article I attached hereto and made a part thereof.
- B. The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this agreement. Nothing in this agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE I
RECOGNITION

- A. **Unit** - The Board hereby recognizes the Association as the exclusive and sole representatives for collective negotiations concerning grievances and terms and conditions of employment for supportive staff personnel including all regular (full and part-time) bus drivers, custodians, maintenance personnel employed by the Board, or on approved leave excluding the transportation supervisors and all other employees in other job classifications.
- B. **Definition of Employees** - Unless otherwise indicated, the term "employee," when used herein in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to employees shall include male and female employees.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. **Policy Change** - Consistent with Chapter 123, P.L. of N.J., 1974, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this agreement and contained herein.
- B. No later than January 15, or a mutually agreeable date, the parties agree to initiate negotiations for a successor agreement in accordance with the procedure set forth herein in good faith effort on both sides to reach continuing agreement on salaries and conditions of employment.
- C. Negotiations shall commence with a meeting at a mutually agreeable place within fifteen (15) days after receipt of a proposal by the Association, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall make available to the other, upon request, information within its possession which is not privileged information and which is relevant to the subject under discussion.

- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, grievance proceedings, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss of pay.
- E. **Modification** - This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this agreement, with any organization other than the Association for the duration of this agreement.
- G. During the terms of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

- 1. A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication or a violation of Board policy, this agreement or an administrative decision adversely affecting him/her. A grievance to be considered under this procedure must be initiated by the employee within ten (10) days of the time the employee knew or should know of its occurrence.

B. Purpose

- 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 2. 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.
- 3. It is understood that employees shall, during and notwithstanding the pendency 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.
- 4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.
- 5. Employees will be responsible for following the time limit procedures or will forfeit the grievance.

C. Procedure

Level One - Any employee who has a grievance shall discuss it first with the or immediate superior or department head, if applicable, in an attempt to resolve the matter informally at that level.

Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, s/he may set forth his/her grievance in writing to the superintendent. The superintendent shall communicate his/her decision to the employee in writing within three (3) school days of receipt of the written grievance.

Level Three - If the grievance is not resolved to the employee's satisfaction, s/he, no later than five (5) school days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing to the Board. The Board shall review the grievance and shall hold a hearing with the party and render a decision in writing within thirty-five (35) calendar days of the receipt of the grievance or of the date of the hearing with the employee, whichever comes later.

The parties agree to mutually waive the time lines regarding level 3 of the Grievance Procedure in order to continue further dialogue on the matter.

Level Four - No claim by an employee shall constitute a grievable matter beyond level four or be processed beyond level four if it pertains to (a) any matter for which a detailed method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education but not the violation, misinterpretation, or misapplication of such rule or regulation or (c) any matter which according to law is beyond the scope of Board authority, (d) any complaint of a non-tenure employee which arises by reason of his/her not being re-employed or (e) a complaint by any personnel occasioned by appointment to or lack of any position for which tenure is either not possible or not required. These matters will be determined by the State Department of Education Legal Department.

If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Supportive Staff Association, the employee or the Supportive Staff Association may request the appointment of an arbitrator, such request to be known to the superintendent not later than two (2) weeks after the decision in writing, of the Board of Education was made known. Arbitrable matters shall be limited to grievances which are alleged misinterpretations, misapplication or violations of the express terms of this agreement. An employee, in order to process his/her grievance beyond level four, must have his/her request for such action accompanied by the written recommendation for such action by the Association.

D. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute of a question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names.

3. The arbitrator shall be appointed in accordance with the rules and regulations of PERC.
4. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. S/he can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding on the parties. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's findings and recommendations. This shall be accomplished with thirty (30) days of the completion of the arbitrator's hearings.

E. Rights of Employee to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected or approved by the Association.
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 at level two be notified that the grievance is in process, shall have the right to be present and present its position, in writing, at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.

F. Costs

1. Each party shall bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. Arbitration hearings shall be set at such time so that the employee suffers no loss of pay.

G. Content of Forms

When prepared, grievance forms shall contain at least:

1. The nature of the grievance and date of occurrence.
2. The nature and extent of the injury, loss or inconvenience.
3. The results of previous discussions.
4. His/her dissatisfaction with decisions previously rendered.

H. Written Decisions

1. Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered at level two and three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
2. Separate Grievance File - All documents, communications and the records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the president of the Association in response to reasonable request from time to time one (1) copy of available records in the public domain which may be necessary for the Association to process grievances and formulate information necessary for negotiation.
- B. Representatives of the Association, the New Jersey Education Association and the National Education 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 job responsibilities as determined by the superintendent.
- C. The Association and its representatives shall be permitted to request the use of school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified at least 48 hours in advance of the time and place of all such meetings.
- D. The Association shall have the right to use the inter-school mail facilities as it deems necessary and without the approval of the building principals or other members of the administration.
- E. The Association shall be permitted to request the use of 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. Such requests shall be made 48 hours in advance to the building principal.
- F. The rights and privileges of the Association and its representatives as set forth in the agreement shall be granted only to the Association as exclusive representative of the employees and to no other organization (s) representing any portion of the unit or potential member of the unit.

ARTICLE V
EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.
- B. No employee shall be disciplined, reprimanded or reduced in rank or compensation, or not renewed without just cause.
- C. Whenever any employee is required to appear before any administrator or supervisor, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or salary or any increments pertaining thereto, then s/he shall be entitled to have a representative(s) of the Association present to advise him/her

during such meeting or interview. Any suspension of any employee pending charges shall be without pay. If the employee is found innocent, then s/he shall receive his/her pay retroactively.

- D. No employee shall be prevented from wearing pins or other identification or membership in the Association or its affiliates, provided it shall not interfere with the day to day educational process.
- E. Any question or criticism by a supervisor, administrator, or Board member of an employee shall, to the extent possible, be made in confidence and not in the presence of any other individual other than the Superintendent unless the individual's presence has been requested by the employee without justifiable reasons.

ARTICLE VI PROMOTIONS

A. Positions Included

Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the supervisory levels of responsibility.

All vacancies in promotional position, shall be adequately publicized by the superintendent in accordance with the following procedures:

1. **Date of posting** - When school is in session, a notice shall be posted in each school as far in advance as practicable. Employees who desire to apply for such vacancies shall submit their applications in writing to the superintendent, who in turn shall acknowledge in writing the receipt of all such applications.
 2. **Application procedure** - Employees who desire to apply for promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent together with the positions(s) for which they desire to apply and an address where they can be reached during the summer. In addition, the superintendent shall within the same period, post a list of promotional positions to be filled during the summer period at the administration office in each school.
- B. **Criteria for notice** - In both situations set forth in section A above, the qualifications for the position, its duties and the rate of compensation shall be clearly set forth, by the Board of education.
 - C. **Decision** - In filling such vacancies, consideration will be given to qualified employees already employed by the Board.

ARTICLE VII
EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Each employee shall advance on the salary guide one step in each of the 3 years of this contract, 2010-2011, 2011-2012, 2012-2013.

B. Resignation

1. An employee who is resigning from his/her position shall give 30 full calendar days notice.
2. Earned vacation shall be paid according to Board policy upon resignation.
3. If the full thirty (30) days notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, thirty (30) full calendar days shall be used in calculating the amount of notice given by the employee.
4. All work shall be paid per the salary guide in effect on the basis of an hour's work for an hour's pay.

C. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than May 30.

D. Assigned Duties

1. At no time shall the Board or any agent thereof, assign or direct any employee covered by this contract, to any other duties which require certificated employees, unless hazardous conditions exist affecting the safety of the children.

ARTICLE VIII
DAILY WORK HOURS AND SCHEDULE

SEPTEMBER - JUNE

Custodians/Maintenance - The normal work day shall consist of eight and one-half (8.5) hours, of which one-half (0.5) hour shall be spent for lunch. The Board shall assign the beginning time of the hours to be worked. Employees may sign out and leave the building during their lunch time, subject to prior approval by their supervisor. However, not all employees may leave the building at once, and at least one (1) employee must always be in the building. This would apply only to the work year during the regular school year, and it would not apply to summer work months.

Bus Drivers - The normal work day shall consist of a four (4) hour day. For those drivers who drive at least six (6) hours every day, they will be paid for a maximum of six (6.0) hours and no overtime pay shall be accrued except when the work week exceeds forty (40) hours. The Board shall assign the beginning time of the hours to be worked.

Breaks – Employees covered under this section shall be allowed two (2) fifteen (15) minute breaks during the course of their regular workday.

SUMMER WORK HOURS

1. Beginning the Monday after students are dismissed, the unit shall begin summer hours and eliminate one (1) fifteen (15) minute break in the afternoon. This schedule shall continue through August 31.
2. The summer work day for all employees covered under this contract shall normally be seven and one half (7 1/2) hours of which 1/2 hour shall be for lunch.
3. All employees shall work the day shift during the summer schedule, except when it may be impractical, then the schedule shall be adjusted by the superintendent or his designee.

School Closings - Inclement Weather - When it is necessary to close schools because of snow, ice or other inclement weather conditions, unless contacted by the Facilities Supervisor or his/her designee, prior to **5:30** AM on the date of closing, for a change in reporting time, the maintenance and custodial staff shall report for work at the regular reporting time.

ARTICLE IX **OVERTIME**

1. All overtime must be approved by the superintendent and will be rounded to the nearest .25 (quarter) hour at the end of each pay period. This will be enumerated at the rate of one and one-half times (1 1/2) the hourly salary.
2. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any week. Such overtime compensation may also be utilized at the one and one-half rate in time off provided the superintendent's approval is secured. For the purpose of determining the hourly rate the following shall count as regular days:
 - a. Holidays
 - b. Paid Sick Days
 - c. Paid Vacation Days
 - d. Other Approved Paid Leaves
3. A seniority list will be maintained and overtime rotated through the seniority list. If someone declines, that individual will be bypassed. Additionally, overtime will be based upon the appropriate job position/skill.

ARTICLE X
HOLIDAYS

1. Each employee shall be entitled to paid holidays outlined on the approved school calendar for the school year pursuant to Board policy.
2. For purposes of this article, each employee working at least a five (5) hour contractual day, will be eligible as specified below:

HOLIDAYS

Labor Day	X
Thanksgiving Day	X
Friday After Thanksgiving	X
Christmas Eve	X
Christmas Day	X
Day After Christmas Day	X
New Year's Day	X
Martin Luther King's Birthday	X
President's Day	X
Good Friday	X
Memorial Day	X
Independence Day	X
Veterans Day	X

3. The Association may choose to exchange two of the holidays on the above list for two other days, with the approval of the superintendent. The Association must notify the superintendent in writing by June 15 of each year of its intention to exchange any holidays in the ensuing year.

Should staff be required for either a regular day of school or for in-service purposes, all required buildings shall be staffed on Veterans Day based upon seniority with veterans, as defined by New Jersey statutes, given preference for the day off. Employees required to work on Veterans Day pursuant to this paragraph shall be given a compensatory day to make up for the day worked.

ARTICLE XI
SICK LEAVE

- A. All supportive staff personnel employed on a ten (10) month basis shall be entitled to ten (10) days of sick leave each year beginning on September 1st of that school year.
- B. All supportive staff personnel employed on a twelve (12) month basis shall be entitled to twelve (12) days of sick leave each year, beginning on July 1st of each year.
- C. Unused sick leave shall be accumulated from year to year with no maximum limit.

- D.** Notification of Accumulation - Employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
The superintendent or his/her designee may request a doctor's certificate if an employee is on sick leave for more than three (3) consecutive days.
- E.** All supportive staff members retiring from the district with (12) twelve or more years of service in the Upper Township School District shall receive the sum of 25% of their daily rate of pay times the number of their accumulated unused sick days accrued during their employment in the Upper Township School District.
- F.** All new hires as of July 1, 1996 retiring from district with twelve (12) or more years of service in Upper Township District shall receive the sum of 25% of their daily rate of pay times the number of their accumulated unused sick days accrued in excess of 30 days but not to exceed a total of 100 days.
- G.** If a supportive staff member provides notice of retirement by March 1st of the school year for a June 30th retirement, the amount of payment for unused sick leave shall be paid by July 15th following retirement.

If a supportive staff member provides notice of retirement after March 1st of a school year, the amount of payment for unused sick leave shall be budgeted for the next budget year and shall be paid July 15th following the year in which the new budget becomes effective.

ARTICLE XII
TEMPORARY LEAVE OF ABSENCE

- A.** The provisions for temporary leave of absence at full pay stated below shall be for one (1) contractual year and unused days shall not be accumulated for use in another contractual year.
- 1.** Death in Immediate Family - An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, sister, or grandchildren. Two (2) days per event will be granted for grandmother, grandfather, mother-in-law, father-in-law, brother-in-law and sister-in-law.
 - 2.** Serious Illness in the Immediate Family
 - a.** In any one year an aggregate of five (5) sick family days shall be granted for a documented serious illness of father, mother, spouse, child, brother or sister.
 - b.** In any one year an aggregate two (2) sick family days shall be granted for a documented serious illness of a mother-in-law, father-in-law, grandmother or grandfather.
 - c.** Family leave shall be granted in accordance with Board policy and the appropriate applicable law at the time of the request.

This time will only be granted in the event that it is documented to the Superintendent or his/her designee that no other arrangements for the attendance to the sick person can be made.

Personal time shall not be used on the day immediately preceding or after any holiday without the approval of the Superintendent or his designee.

3. Business of a Personal Nature:

- a. An allowance of up to two (2) days shall be granted upon written request provided the request is in compliance with all restrictions. Personal leave shall not be used for entertainment, recreation or other employment.
 - b. Requests for personal leave shall be filed with the Superintendent or his/her designee at least four (4) school days in advance of the contemplated absence.
 - c. Personal days will not be granted on the first five days of school or on days immediately preceding or following a school vacation or any later than the 31st of May and the end of the student school year.
 - d. The Superintendent or his/her designee shall review each application. If more than two (2) employees request the same day off, then approval of the Superintendent or his/her designee shall be determinative.
 - e. In an emergency, the Superintendent or his/her designee, upon being informed of the nature of the emergency, may waive all restrictions and authorize a personal day.
 - f. Any employee who does not use personal business days during a contractual year will receive one additional sick day to be added to his/her accumulated sick days for each personal day not used.
4. Leaves granted pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XIII
OCCUPATIONAL BENEFITS

A. Custodians/Maintenance

1. The Board shall initially purchase four (4) winter and three (3) summer (Tee shirt and shorts) uniforms for each custodian and maintenance worker by July 1st of a school year.

Each individual employee shall be responsible for laundering of their own uniforms. When an employee leaves the District, the uniforms shall be turned in. Uniforms will have the logo of the Board of Education. Employees will be required to wear uniforms while on duty. The Board may impose minor discipline for failure to wear uniforms. The first offense shall be a reprimand only.

An employee may exchange worn out uniforms on a one-to-one basis, not to exceed a total of five (5) per year.

In cases where the Board cannot purchase the proper-sized uniform for an employee, then the Board has the option of allowing the employee to purchase the uniform on his/her own and be reimbursed for the cost of that uniform upon showing proof of purchase of the uniform.

Additionally, the Board of Education will allow each employee covered under the Agreement an allowance of up to \$75.00 per school year for the purchase of work shoes. Running shoes and/or sneakers are not considered work shoes.

2. Call In - Custodians called in for work, including burglar alarm checkout, outside of their regularly scheduled hours shall be guaranteed a minimum of two (2) hours work or pay at straight time earnings. Employees called in for snow removal shall be paid a minimum of two (2) hours work at one and one-half (1 ½) time their straight time pay.
- 3.a. When a custodian is assigned to a work schedule, which necessitates travel from one work location to another, s/he shall be reimbursed for mileage at a rate established pursuant to Board policy, for the distance and travel required between work locations.
- 3.b. Custodial employees hired after ratification of this agreement must possess at hire, or acquire within twelve [12] months of initial hire, a Black Seal License pursuant to the following:
 - i. The Board will reimburse an employee for up to \$250 for the first time he/she takes the Black Seal Course and acquires his/her license.
 - ii. Should the employee fail to acquire the license during the first twelve [12] months of employment after only one [1] attempt, he/she shall be allowed an additional six [6] months to acquire the license.
 - iii. Should an employee not acquire a Black Seal license within the proscribed period, he/she shall be subject to termination without challenge by the Association.
 - iv. Employees who acquire and maintain a valid Black Seal License shall receive a non-pensionable stipend of \$100 for each year the license is maintained. The employee must provide the Business Administrator with a copy of a valid license each school year.
4. Employees required to attend classes for extra certifications relating to their job or as required by the Board shall be reimbursed for mileage, tolls, class materials and tuition. Reimbursement to occur after course completion or certification is received. Prior Board approval to attend any such classes must first be received. All reimbursements are subject to applicable State law.

B. Bus Drivers

1. The Board will reimburse bus drivers for the cost of obtaining the proper school bus drivers vehicle operators license, as specified by the new Jersey Motor Vehicle Code. The Board shall also reimburse for the renewal fees for required license renewal.

2. When the superintendent or his/her designee assigns an employee in the bargaining unit to have a bus inspected, the employee so assigned shall be paid \$10.00 or his/her hourly rate, whichever is greater, for the time expended for having the bus inspected.
3. When the superintendent or his/her designee assigns an employee in the bargaining unit to drive and operate buses for field trips, the employee so assigned shall be paid his/her individual hourly rate for all hours worked.
4. If the Board of Education requires uniforms for bus drivers, the Board of Education shall supply same.
5. A driver will be paid \$22.50 each time s/he washes his/her bus. Permission to wash the bus must be obtained from the transportation coordinator prior to washing the bus. Driver will not be paid for more than 10 washes per year.

ARTICLE XIV
Family Medical Leave Act

- A. Child rearing leave to be in accordance with the Family Medical Leave Act/Family Leave Act.

ARTICLE XV
VACATIONS

- A. Vacation eligibility shall be determined from July 1st of each year.
- B. Requests for vacation time of 5 days or more at any time when students are present on the premises, shall be made at least 15 days prior to the date the vacation time is to commence, and the granting of such vacation time shall be subject to approval of the Superintendent or his/her designee. However, if the 15 days notice cannot be provided, in cases of emergency or other good cause, then the 15 days notice could be suspended in those circumstances, subject to the approval of the Superintendent or his/her designee.
- C. Employees shall be eligible for vacations on the following basis:
1. All supportive staff on a twelve (12) month basis shall be granted one (1) working day of vacation for each full month employment providing s/he has been an employee of the Board of Education six (6) or more consecutive months.
 2. After the completion of five (5) years employment within the district, said employee shall receive fifteen (15) days vacation; upon completion of fifteen (15) years of service, said employee shall receive seventeen (17) working days vacation. Upon completion of twenty (20) years of service, said employee shall receive twenty (20) working days vacation.
- D. Employees may use a maximum of ten (10) vacation days during the summer months [July and August]. Any remaining current vacation days may be taken during the remainder of the school year. A maximum of ten (10) unused vacation days may be carried over from one school year to

another. Vacation days carried over must be taken by December 1st of the school year following the school year in which they were earned.

ARTICLE XVI
INSURANCE PROTECTION

A. Full Health Care Coverage

The Board shall provide each employee who qualifies with the following insurance protection:

1. The Board of Education shall pay the full premium for each individual employee and in cases where appropriate for family plan insurance coverage as follows:

Horizon Point of Service Plan.

Should an employee choose to enroll in a health plan that exists in the district but which costs more than the POS Plan, the employee shall pay the full premium difference between the POS Plan and the plan chosen.

2. The Board shall provide a prescription plan with co-pays of:

RETAIL

\$10.00 generic
\$20 preferred Brand
\$25 non-preferred Brand

MAIL ORDER

Co-pays shall apply one time to each mail order prescription.

The prescription plan shall be a mandatory generic plan unless a doctor specifically prescribed a name brand.

3. The Board shall provide a dental plan consistent with the Horizon Dental Benefit Plan in place at the start of this contract.
4. The Board agrees to request the insurance carrier to provide a description of the health care insurance coverage provided under this Agreement to each employee.

- B. Dual Health Coverage:** Those employees having dual health coverage, (i.e., coverage provided by a spouse or other member of the employee's family) shall be permitted to decline health insurance coverage as provided by the Board pursuant to this contract. Employees who choose to waive their health benefits coverage [medical, prescription and dental] shall receive a one-time non-pensionable payment of the following for each year that they waive coverage:

Waive Health, Rx and Dental

Single	=	\$3,000
P/C+, 2 Adult, Family	=	\$5,000

Waive Health and Rx

Single	=	\$2,850
P/C+, 2 Adult, Family	=	\$4,750

Waive Health and Dental

Single	=	\$2,400
P/C+, 2 Adult, Family	=	\$4,000

Waive Health

Single	=	\$2,250
P/C+, 2 Adult, Family	=	\$3,750

Said payment shall be made on July 15th of the year following the year during which the employee waives benefits.

An employee must reapply to waive benefits on an annual basis or he/she will be automatically re-enrolled in the appropriate benefit levels.

In the event of a change of life event, such as death or divorce of spouse, or loss of insurance coverage, and as permitted by the health insurance carrier, the employee shall be permitted to re-enroll in the Board's health insurance plan without penalty. This proposal is contingent upon a Cafeteria 125 Plan being established in accordance with Internal Revenue Service Guidelines. The current Section 125 Plan used for dual health insurance to be expanded to permit medical accounts, day care accounts, etc.

Any waiver monies due shall be pro-rated based upon the date upon which the employee re-enrolls in benefits.

- C. New hires as defined by this contract shall be provided with singles only coverage until such time as tenure is achieved or after three (3) years continuous employment within the District. Those new hires shall have the option of purchasing additional coverage at the group rate at their own expense.
- D. New hire shall be defined as those employees employed by the Board as of or after September 1, 1996.
- E. To qualify for health benefits, an employee must work more than thirty [30] hours per week.
- F. Part time employees may purchase supplemental insurance by means of automatic payroll deduction at group rates as permitted by the insurance carrier master contract.

ARTICLE XVII
SALARIES

A. Salary Schedule

The salaries for employees covered by this agreement are set forth in the Salary Guide which are attached hereto and made a part hereof.

B. Salary Schedule Movement

An employee must be in a paid employment status for one hundred twenty (120) days to qualify to move up the guide for the following year.

C. Method of Payment

1. Twelve (12) month - Each employee on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
2. Ten (10) month - Every effort will be made that each employee on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, with the first pay paid on September 15.

Every effort will be made to pay extra-compensation on the pay date that next follows the period that the extra-compensation was earned.

3. Exceptions - When a payday falls on or during a school holiday, vacation or weekend, every effort shall be made to give employees their paychecks on the last previous working day.
4. Final Pay - Every effort shall be made to see that each ten (10) month employee shall receive his/her final pay his/her last working day in June.

ARTICLE XVIII
SENIORITY AND JOB SECURITY

A. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this agreement. An appointed employee shall lose all accumulated school district service only if s/he:

1. Resigns or is discharged for cause irrespective of whether s/he is subsequently rehired by the school district.

B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved at the work location, consistent with Title 18A: 17-4.

C. 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 two (2) weeks from receipt of such notice of recall, the employee shall notify the director of the department involved, in writing, whether or not s/he desires to return to work. If s/he fails to reply or if s/he indicates that s/he does

not desire to return to such work, s/he shall forfeit all of his/her seniority and lose all rights to recall. If s/he indicates that s/he desires to return to the work involved in the recall notice, then s/he shall report for such work within five (5) days from the date s/he receives the recall notice or within such period of time as it is set forth in a written extension of time signed by the director of the department or his/her designee. In the event s/he shall fail to so report to work, s/he shall forfeit all of his/her seniority and all rights to recall.

- D. Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his/her accumulated seniority to the date of lay off.

ARTICLE XIX **DEDUCTION FROM SALARY**

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Upper Township Supportive Staff Association, the New Jersey Education Association, or the National Education Association or any one or 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, New Jersey Public Laws of 1969 (NJSA 52:14-5,9e) and under rules established by the state department of education. Said monies together with current records of any corrections shall be transmitted to such person as may, from time to time, be designated by the 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 60 days prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from the salaries of the employees, dues for the national, state, county and local education associations. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15, 9e) and under rules established by the state department of education.

C. Tax Sheltered Annuity Program

The Board agrees to implement the four tax sheltered annuity programs already in the district.

ARTICLE XX
MISCELLANEOUS PROVISIONS

A. Nondiscrimination

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. Board Policy

This agreement constitutes Board policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Savings Clause

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing day 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.

D. Separability

If any provision 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.

E. Compliance Between Individual Contract and Negotiated Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with this agreement during its duration shall be controlling.

F. Printing Agreement

Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.

G. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by registered letter at the following address:

1. If by Association to Board:

Upper Township Board of Education
525 Perry Road
Petersburg, NJ 08270
2. If by Board to Association:

President, UT SSA
c/o Upper Township Middle School
525 Perry Road
Petersburg, NJ 08270

ARTICLE XXI
REPRESENTATION FEE

A. Purpose of Fee

If an supportive staff member does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee 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 employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/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 Supportive Staff Association in accordance with the law.

C. Deduction and Transmission Fee

1. Notification

On or about the 15th of September of each year the board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Supportive Staff Association shall notify the Board of Education as to the names of those employees who are to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first pay check in February. (Please note: The representation fee deducted shall be retroactive to July 1st).

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/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 from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

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

- a. Clarification: If dues for members are paid by automatic payroll deduction; fees paid by fee payers shall be in the same manner. Cash payment is only accepted if members also pay in cash.
- b. Dues deducted are submitted to the Supportive Staff Association, as are representative fees, not to the local association.

5. Changes

The Association will notify the Board of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such change will be reflected in any deductions made more than 10 days after the Board received said notification.

6. New Employees

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 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.
8. The Association agrees that it shall have in place provisions for a demand and return system as required by law.

ARTICLE XXII
DURATION OF AGREEMENT

A. Duration Period

This agreement shall be effective July 1, 2010 and continue in effect until June 30, 2013.

This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

UPPER TOWNSHIP
SUPPORTIVE STAFF

UPPER TOWNSHIP
BOARD OF EDUCATION

Franklin Burchett
President

J. L. McLes
President

Marian M. Menin
Secretary Witness

Laurie A. Ryan
Secretary

4/30/11
Date

4/26/11
Date

SUPPORTIVE STAFF SALARY GUIDES

NIGHT CUSTODIAN (40 HPW X 52 WKS)					
	10-11		11-12		12-13
STEP	HRLY RATE	STEP	HRLY RATE	STEP	HRLY RATE
1-2	10.12	1-2	10.25	1-2	10.33
3	10.37	3	10.49	3	10.58
4	10.73	4	10.85	4	10.94
5	11.13	5	11.25	5	11.34
6	11.52	6	11.64	6	11.73
7	11.91	7	12.03	7	12.12
8	12.31	8	12.43	8	12.52
9	12.68	9	12.80	9	12.89
O.G.					
Kohler, B.	16.64		16.76		16.85
Demerest Kohler, J.	17.64		17.76		17.85
Scull	18.76		18.88		18.97
Hill	20.62		20.74		20.83

DAY CUSTODIAN (40 HPW X 52 WKS)					
STEP	10-11 HRLY RATE	STEP	11-12 HRLY RATE	STEP	12-13 HRLY RATE
1-2	11.03	1-2	11.38	1-2	11.81
3	11.41	3	11.76	3	12.19
4	11.79	4	12.14	4	12.57
5	12.18	5	12.53	5	12.96
6	12.59	6	12.94	6	13.37
7	12.98	7	13.33	7	13.76
8	13.39	8	13.74	8	14.17
9	13.79	9	14.14	9	14.57
10	14.21	10	14.56	10	14.99
O.G.					
Burchett Keene	22.96		23.31		23.74

MAINTENANCE (40 HPW X 52 WKS)					
STEP	10-11 HRLY RATE	STEP	11-12 HRLY RATE	STEP	12-13 HRLY RATE
1-2	14.27	1-2	14.77	1-2	15.21
3	14.71	3	15.21	3	15.65
4	15.17	4	15.67	4	16.11
5	15.64	5	16.14	5	16.58
6	16.13	6	16.63	6	17.07
7	16.61	7	17.11	7	17.55
8	17.08	8	17.58	8	18.02
O.G					
Stenlake	23.64		24.14		24.58

BUS DRIVERS (6 HOURS PER DAY X 180 DAYS)					
STEP	10-11 HRLY RATE	STEP	11-12 HRLY RATE	STEP	12-13 HRLY RATE
1	12.47	1	12.83	1	13.14
2	12.67	2	13.03	2	13.34
3	12.87	3	13.23	3	13.54
4	13.07	4	13.43	4	13.74
5	13.27	5	13.63	5	13.94
6	13.47	6	13.83	6	14.14
O.G.					
Hendrickson	14.47		14.83		15.14

STEPS DO NOT REFLECT YEARS OF EXPERIENCE

Sidebar Agreement

Upper Township Board of Education
- and -
Upper Township Supportive Staff Association

The undersigned parties hereby agree to the following modifications to the collective bargaining agreement currently in effect. These modifications shall take effect upon signature of this document by both parties.

Article XVI – Insurance Protection

REVISE XVI:B to read as follows:

B. **Dual Health Coverage:** Those employees having dual health coverage (i.e. coverage provided by a spouse or other member of the employee's family) shall be permitted to decline health insurance coverage as provided by the Board pursuant to this contract. Employees who choose to waive their health benefits coverage [medical, prescription, or dental] shall receive one-time non-pensionable payments of:

Waive Health, Rx and Dental

Single	=	\$3,000
P/C+, 2 Adult, Family	=	\$5,000

Waive Health and Rx

Single	=	\$2,850
P/C+, 2 Adult, Family	=	\$4,750

Waive Health and Dental

Single	=	\$2,400
P/C+, 2 Adult, Family	=	\$4,000

Waive Health

Single	=	\$2,250
P/C+, 2 Adult, Family	=	\$3,750

Remainder of article unchanged.

In witness whereof the parties have affixed their respective signatures:

FOR THE BOARD

Michelle Barbieri
President

Witness

6/8/11
date

FOR THE ASSOCIATION

Franklin Buschett
President

Shane M. Nemi
Witness

4/30/11
date