

**JULY 23, 2008**

**AGREEMENT**

**Between the**

**SOUTH BRUNSWICK BOARD OF EDUCATION**

**and the**

**SOUTH BRUNSWICK HEAD CUSTODIAN AND CUSTODIAL  
FOREMAN ASSOCIATION**

**July 1, 2008, through June 30, 2009**

## TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble	1
1	Recognition	1
2	Association Rights	1
3	Negotiation Procedure	3
4	Grievance Procedure	4
5	Job Security and Seniority	7
6	Payment of Salaries and Hours of Work	9
7	Health Benefits	9
8	Leaves of Absence	10
9	Vacation	15
10	Holidays	16
11	Compensation	17
12	Joint Committee	18
13	Deductions from Salary	18
14	Agency Fee	19
15	Management Rights	21
16	Work Continuity Clause	22
17	Miscellaneous Provisions	22
18	Effect and Duration	24
Appendix 1	Base Salaries	26
Appendix 2	New Hires, Location Stipends and Black Seal Stipend	27

## **PREAMBLE**

This document constitutes an agreement entered into by the Board of Education of the Township of South Brunswick, New Jersey, to be called the "Board" from this point forth, and the Head Custodian and Custodial Foreman Association of South Brunswick Township, New Jersey, to be called the "Association" from this point forth on the 1<sup>st</sup> day of July, 2008.

## **ARTICLE 1** **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed Head Custodians and Custodial Foreman whether under contract, on leave, on a per diem basis, employed or to be employed by the Board.
  - 1. Unless otherwise indicated, the term employee, when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.
  - 2. References to males shall include females, and references to females shall include males.

## **ARTICLE 2** **ASSOCIATION RIGHTS**

- A. The Board agrees to furnish the Association, in response to reasonable requests from time to time, available information in the public domain.
- B. Grievance conferences, proceedings and negotiations including any impasse activities shall be normally scheduled at times others than working hours. However, when the Board or its representatives requires or agrees to the attendance of any member of the unit to participate in any such activity during working hours, he shall suffer no loss in pay for such time spent.
- C. Up to three members of the Association bargaining team will be released from duty for any negotiations session that is mutually agreed upon by the parties.
- D. The Association and its representatives may be permitted to use school buildings at reasonable hours for meetings, upon prior notice and approval by the building principal.
- E. The Association may be permitted the use of school facilities and office equipment, upon prior notice and approval by the building principal, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the materials

and supplies incident to such use and for any repair necessitated as a result thereof.

- F. The Association shall have in each building work location adequate bulletin board space for the posting of Association notices. All such notices shall bear the signature of an Association official, and only an authorized representative of the Association shall be employed to post these materials on the board. Copies of all such notices and materials shall be given to the Superintendent or his designee prior to posting. Bulletin boards shall not be used for the posting of derogatory or controversial material.
- G. The Association shall be permitted the reasonable use of the inter-school mail facilities and school mail boxes for Association business only.
- H. In the event there is no Association representative in any work location, the authorized representative from another work location may be designated the authorized representative of the Association by a letter of authorization by the President of the Association, to carry out all duties and responsibilities as set forth in this Agreement, except that such representatives shall not be entitled to leave the premises of the work location in which he works during his working hours, nor interfere with work being performed by other employees.
- I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other employee organization.
- J. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative(s) of the Association accompany him/her during such review.
- K. No material derogatory to an employee's conduct, service, or personality while employed in South Brunswick shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to a statement on the file copy which indicates that he/she has "had an opportunity to review such material but by affixing his/her signature, he/she neither agrees nor disagrees with the contents". The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- L. Personal vehicles shall not be used for District business.

**ARTICLE 3**  
**NEGOTIATION PROCEDURE**

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

B. Representatives

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

C. Meetings

Meetings shall be regularly scheduled until negotiations are considered completed by the representatives of the Board and the Association. Should either group feel the need to meet with the other group at times not regularly scheduled, the group initiating the request will submit the other group a written statement detailing the reasons for the meeting. This special meeting will take place ten (10) calendar days after receipt of the written request.

D. Consultants

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

E. Sharing of Information

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

F. Impasse in Negotiations

In the event either party feels that an impasse has been reached in negotiations, they may utilize the procedures available under Chapter 123 to avail themselves of mediation, fact finding and super conciliation. In the event participating Association representatives are required to attend mediation, fact finding or super-conciliation sessions during regular working, they shall do so with no loss of pay. The

Association agrees that a maximum of three (3) representatives would be required for such sessions.

## **ARTICLE 4** **GRIEVANCE PROCEDURE**

A. Definition

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

B. Purpose

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

C. Rights of the Aggrieved

Any individual employee represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate a representative of the Association, or other persons of his own choosing to appear with him at any step in the grievance procedure. Any grievant may represent himself/herself through level three of this procedure. When the grievant is not represented by the Association, the Association shall be present and state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association. Only the Association may process grievances through arbitration.

D. Grievance Notification

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

E. Procedure

1. Conditions

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

step. The time limits specified may be extended or reduced by mutual agreement of the parties involved at any step of the procedure.

- b. During and notwithstanding the pendency of any grievance, employees shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- c. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives.

2. Level One

- a. An employee with a grievance shall first discuss it with his immediate supervisor within thirty (30) calendar days of its occurrence. The employee shall state at the outset that he is initiating Level One of the grievance procedure.
- b. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he shall set forth his grievance in writing to his immediate supervisor specifying:
  - 1) the nature of the grievance
  - 2) the nature and extent of injury, loss or inconvenience
  - 3) the results of previous discussions
  - 4) his dissatisfaction with the decision previously rendered, and
  - 5) the remedy sought
- c. The supervisor shall communicate his decision to the employee in writing within three (3) working days of receipt of the written grievance.

3. Level Two

No later than five (5) days after the receipt of the decision, the employee may appeal the supervisor's decision to the Superintendent. The appeal to the Superintendent must be in writing and must state the grievance submitted to the supervisor as specified above and the employee's dissatisfaction with the supervisor's decision. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing to the employee and the supervisor.

4. Level Three

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

5. Arbitration

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, he shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision, except in the case of grievances involving any of the following points:
  - 1) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter to law is either
    - a) beyond the scope of Board authority or
    - b) limited to action by the Board alone.
  - 2) A complaint of an employee in a non-tenured position which is made solely by reason of his not being employed, re-employed, retained or continued in his position.
- b. The following will be used to secure the services of an arbitrator:
  - 1) A joint request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - 2) If the parties are unable to determine, within ten (10) working days of the initial request for arbitration a mutually satisfactory arbitrator from the submitted list, P.E.R.C. may be requested by either party to designate an arbitrator.
- c. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's decision. This shall be



accomplished within thirty (30) days of the completion of the arbitrator's hearings.

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

**ARTICLE 5**  
**JOB SECURITY AND SENIORITY**

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

The Board will give primary consideration to the best interest of the school district including as its primary consideration qualifications to perform the work and then seniority.

- B. Seniority shall be defined as length of continuous, unbroken service of an employee within a specific classification within the school district. Seniority shall be defined on two (2) levels as follows:

- 1. District-wide seniority shall begin the first (1<sup>st</sup>) day of employment in the district and shall end with the termination of employment;
- 2. Job classification seniority shall begin on the first (1<sup>st</sup>) day of employment in that job classification and shall cease to accumulate on the last day of service in that job classification. There are two job classifications within this unit: foreman and head custodian.

- C. Reduction-in-force

Reductions-in-force made within this unit's two job classifications shall be made in order of job classification seniority under B. 2. above.

- 1. Time spent in the job classification of foreman counts toward foreman classification seniority.
- 2. Time spent in the job classification of head custodian counts toward both head custodian and foreman classifications' seniority.
- 3. If a head custodian's position is abolished and she/he is not senior to any other head custodian, he/she may claim a foreman position if he/she has seniority over any incumbent foreman under the calculation of seniority of E. 3. above, whether or not he/she has served as a foreman.
- 4. Employees affected shall be recalled in reverse order of layoff in their respective job classification, with the most senior employee being recalled first.

- a. The Board shall provide written notice of recall to the last known address of the employee. Such notice shall be sent by certified mail, return receipt requested.
  - b. An employee will have seven (7) calendar days from receipt of the recall notice to reply to the notice.
  - c. An employee who fails to respond in a timely manner or who turns down the position is removed from the recall list.
  - d. A rified employee remains on the recall list for three (3) years from the date of layoff.
5. Nothing in this section shall limit the Board in determining which position shall be abolished or to which work site a recalled employee shall be assigned.
- D. All notices shall be posted in each school by the Superintendent or his designee for a specific vacancy and shall include position, job location and hours of work. The notice shall be posted for five (5) working days and employees interested must submit a written application to the Superintendent or his designee within the aforementioned five (5) working days posting period to be considered for the vacancy. The notice shall state the title of the job and its location. Employees who have acquired experience, skill and ability, physical or otherwise, to do the work required in the job without training, shall be given consideration before an applicant outside the school system.
- E. All applicants shall be considered and will be given a reply to their application. The Superintendent shall determine the qualifications and abilities of the employees who apply; and in the event two (2) applicants are of equal experience, skill and ability, the applicant with the greater seniority shall be awarded the job.
- F. The decision of the Superintendent in determining promotions, transfers and assignments for the filling of vacancies and new positions shall be final.
- G. All current Head Custodians and Custodian Foremen employed as of July 1, 2001 shall maintain their tenure status as a custodian. Any head custodian or night foreman hired after January 26, 1998 shall not be eligible for tenure status as a custodian. At the beginning of the fourth year of employment, said custodians can only be terminated for just cause with the determination on just cause to be made by a neutral third party with the decision binding on both the Board and the Association.

**ARTICLE 6**  
**PAYMENT OF SALARIES AND HOURS OF WORK**

- A. The day shift shall consist of eight and one-half (8 ½) hours including one-half (1/2) hour for lunch. The night shift shall consist of eight (8) hours including one-half (1/2) hour for dinner. Night shift is defined as the work shift commencing anytime after twelve (12) noon. The basic work week is forty (40) hours for day shift personnel and thirty-seven and one-half (37 ½) hours for night shift personnel.
- B. Time and a half shall be paid for building checks with a minimum of 1.5 hours overtime.
- C. Overtime performed on weekdays and Saturdays shall be paid at the rate of one and a half (1 ½) times the custodian's hourly rate, except as noted below:
- The hourly rate shall be determined by dividing the annual salary rate by two thousand eighty (2,080) hours for day shift custodians and one thousand nine hundred fifty (1,950) hours for night shift custodians. Double time shall be paid for work performed on Sundays and holidays when the Board of Education requires work on those days.
- D. Overtime shall be paid in the paycheck which follows the pay period in which the work is performed. Work performed between the first (1st) and fifteenth (15th) of the month to be paid on the thirtieth (30th). Work performed between the sixteenth (16th) and the thirty-first (31st) to be paid on the fifteenth (15th). All overtime checks shall list the number of hours worked and the rate of compensation.
- E. All head custodians or foremen, be they newly hired or not, may be required to obtain, within one (1) year, a black seal fireman's license. The Board shall pay all costs and expenses to secure said license. The Board also agrees to pay all yearly renewals for said license while the employee is employed by the Board.
- F. Paychecks will be issued on the fifteenth (15th) and the thirtieth (30th) of each month. If such payday falls on a weekend, a school holiday or vacation period, the checks shall be issued on the last previous work day. All checks will be issued to employees without delay.

**ARTICLE 7**  
**HEALTH BENEFITS**

During the terms of this Agreement, all employees and their eligible dependents will receive the following benefits:

1. Medical coverage through the New Jersey State Health Benefits Plan. Employees may choose either: a) the traditional Blue Cross/Blue Shield major medical plan; b) the PPO plan; or c) an HMO plan. The Board

contribution to b) or c) will not exceed the appropriate premium level under a).

2. Dental insurance for employee only through the New Jersey Dental Service Plan with a \$25.00 deductible. Effective July 1, 2001, unit members are eligible for family dental. Effective July 1, 2005, the Board's maximum contribution to the family dental plan shall not exceed \$565 over the single plan cost per enrolled unit member per year. If the cost of such insurance exceeds the per enrolled unit member cost of \$565 plus the single plan cost, the additional cost shall be borne by unit members covered by the family plan.
3. Blue Cross Pharmacy Plan: Effective July 1, 2008, the prescription co-pay for an employee shall be \$20 for brand name with a generic equivalent available, \$15 for brand name with no generic equivalent available, \$3 for generic, and a mail order of the same relevant co-pay (\$20, \$15, \$3) for a 90 day supply.
4. Unit members whose official employment commences on or after July 1, 2001, shall be covered by single prescription and dental insurance for the first three (3) years of employment. Said unit members may buy into other enrollment levels.

## **ARTICLE 8** **LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Employees shall earn twelve (12) days of sick leave for twelve (12) months of service. Each day of absence covered by sick leave shall constitute service performed.
2. Bargaining unit members newly employed on or after August 1<sup>st</sup> of any year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the work year.
3. Sick leave not taken during the year shall be credited and accumulated from year to year without limit.
4. Employees who have completed fifteen (15) years of service in South Brunswick will, upon retirement from the District, receive payment for all accumulated sick days at the rate of \$40 per day. On July 1, 2003, this rate shall increase to \$45 per day.
5. In the event of the death of an employee who had completed fifteen years of service to the District, the above amount shall be paid to his/her estate.

B. Extended Disability

1. Total Disability

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

2. Eligibility

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

3. Benefits

- a. An employee becomes eligible for payment under this section only after using one hundred percent (100%) of available accumulated sick leave days or waiting thirty (30) calendar days after the onset of the disability, whichever is longer.
- b. The amount of the monthly payments shall be determined in the following manner:

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

4. Exclusion of Benefits

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

- 4) Benefits shall not be payable while a salary is being paid through the use of accumulated sick leave.

5. Procedure for Applying for Benefits

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

C. Maternity Leave

1. A leave of absence without pay shall be granted for maternity reasons to any female head custodian or foreperson subject to the following conditions:
  - a. Any requests for maternity leave shall normally be made three (3) months prior to the effective leave date. Said request shall be submitted both to the School Principal and Superintendent.
  - b. Maternity leave can be continued until the beginning of the third year after the school year containing the maternity leave. If the employee so elects, she may return to her job at the beginning of either of the two (2) intervening school years. By mutual agreement between the employee and the Superintendent, she may return at any time during the two (2) intervening school years.
  - c. The date when an employee shall continue her duties shall be determined on an individual basis, in accordance with the physical well being of the employee.
  - d. The date of return from maternity leave shall be determined on an individual basis in accordance with the physical well being of the employee.
  - e. The Board of Education shall pay the cost of medical insurance three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first.
2. An employee not on tenure who becomes an expectant mother shall give written notice of the fact at least three (3) months before confinement date. The date of her resignation and termination of her services shall be determined on an individual basis. Should she wish to return to the staff at a later date, careful consideration shall be given to her application. If the date of termination should fall on or after April 1st of the third (3rd) year of the

probation period and she is recommended for tenure, the date of her possible return shall be determined by the same policy as given a return of employees on tenure.

D. Personal Leave

1. Employees shall be entitled to three (3) days or six (6) half-days personal leave per year with pay. Personal leave must be applied for at the earliest possible date. Personal leave may not be used to extend a vacation or holiday period.
2. Bargaining unit members newly employed on or after January first (1st) of any year shall be granted one (1) full personal day or two (2) half days to cover the balance of the work year.
3. Unused personal leave days for each year shall be converted to sick days and added to the employee's accumulated sick leave at the end of each school year.

E. Court Subpoena

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

F. Jury Duty

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

G. Bereavement Leave

Employees shall be granted a bereavement leave of five (5) days for a death in the immediate family. Immediate family shall constitute parent, step-parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, spouse, child, grandparent, grandchild, domestic partner, or other family members for whom the employee is legally responsible. One (1) day leave of absence with pay shall be granted to attend the funeral of any other relative or close friend.

H. Sick Leave for Service-Connected Disability

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



paid or payable to the employee pursuant to this Section shall be reduced by the amount of any workers compensation award made for temporary disability.

H. Applying for Leave of Absence

All leaves of absence must be applied for in writing.

I. Permission to Leave During Working Hours

An employee may leave his building during his assigned working day, with permission from his immediate supervisor.

**ARTICLE 9**  
**VACATION**

A. VACATION

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

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

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

<u>Continuous Service Performed Prior to July 1</u>	<u>Entitled to Paid Vacation Days</u>
5 months or less	None
6 months completed service	5
7 months completed service	6
9 months completed service	7

10 months completed service	8
11 months completed service	9
12 months completed service	10
5 years but less 8 full years	15
8 years but less 11 full years	16
11 years but less 15 full years	17
15 years or more service	20

- B. A unit member with less than twelve (12) months of service, resigning from his/her position before July 1st, shall be entitled to a paid vacation as enumerated in Section A above.
- C. The Board will attempt to arrange vacations to suit the wishes of the employees with the understanding that wherever possible, employees will be given a choice of vacation periods in order of their seniority within their classification. Written application to the principal for each vacation day usage must occur at least five (5) days before the first day when three (3) or more consecutive days are to be used and at least 24 hours before the first day when fewer than five (5) consecutive days are to be used.
- D. Normal period of vacation will be from July 1 through the week of August 15. However, an employee may be granted vacation time throughout the year with the approval of the Superintendent or designee.
- E. Employees with one (1) or more years of service with the district, who retire or resign, shall be eligible for payment of accumulated vacation on a prorated monthly basis for time worked.
- F. Five (5) vacation days may be carried over into the following year but must be used during that year.

**ARTICLE 10**  
**HOLIDAYS**

A. Holidays

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

Independence Day	1 day
Labor Day	1 day
Yom Kippur	1 day
N.J.E.A. Convention	2 days
Thanksgiving Day	1 day
Following Thanksgiving	1 day
December 24	1 day
December 25	1 day

December 31	1 day
New Year's Day	1 day
Martin Luther King Day	1 day
President's Day	1 day
Good Friday	1 day
Easter Monday	1 day
Memorial Day	1 day

2. If school is open on any of the above holidays, it shall not be a guaranteed holiday. However, in that case, another day agreed to by the individual employee and the supervisor shall be a holiday.
- B. If a holiday falls during a unit member's vacation period or on a weekend, he shall be entitled to an additional day off with pay.

**ARTICLE 11**  
**COMPENSATION**

- A. All new personnel must be employed at least five (5) months prior to July 1st in order to be eligible for an annual increase the following year.
- B. Unless specified, all positions are on a twelve (12) month basis.
- C. Effective July 1, 2001, the annual clothing and safety shoe allowance will be \$450.00. The allowance will be limited to approved uniform, shoe, and outwear apparel. All unit members will be required to wear uniforms and safety shoes while on duty.
- D. Increments or other increases may be withheld for inefficiency or other just cause. The employee shall be given written notice stating the reasons said increases have been withheld. Upon receipt of such notification, the employee may, within twenty (20) school days, file a grievance in accordance with the prescribed procedure set forth in Article 4 of this Agreement. Said grievance shall commence at Level Two.
- E. Employees with 12 to 15 years of service in the district shall receive a longevity payment of \$300 annually. Employees with 15 or more years of service with the district shall receive a longevity payment of \$1320.
- F. The Board shall approve and reimburse employees who participate and complete non-technical programs and/or courses. Furthermore, each class hour of a completed course and/or program shall be considered the equivalent of one (1) point awarded. Employees shall be compensated as follows on an accumulated point schedule:

More than 100 but less than 500	\$500.00
500 points but less than 1000	\$1000.00
1000 points but less than 1500	\$1500.00

1500 points but less than 2000	\$2000.00
More than 2000	\$2500.00

All courses or programs must receive prior written approval from the Board of Education.

- G. Any employee who is temporarily assigned to perform a job in a classification with a higher rate of pay for more than ten (10) consecutive working days or ten (10) days in a given pay period, shall receive a per diem allowance equal to the differential between the higher rate and the lower rate of pay at the current step on the guide.
- H. Effective July 1, 2008, all unit members shall be paid through a direct deposit system under rules established by the Administration.

**ARTICLE 12**  
**JOINT COMMITTEE**

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

**ARTICLE 13**  
**DEDUCTIONS FROM SALARY**

- A. The Board agrees to deduct from the salaries of its employees dues for Associations as said employee individually and voluntarily authorize the Board to deduct in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15:9c) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the School Maintenance Association of South Brunswick by the fifteenth (15th) of each month following the monthly pay period in which deductions are made. The Association Treasurer shall disburse such monies to the appropriate association or associations.
- B. 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.

- C. The Association guarantees that the Board will be saved harmless from any and all legal actions that may arise regarding the collection, transfer, assessment, disbursement, misappropriation, loss or theft of these monies.

**ARTICLE 14**  
**AGENCY FEE**

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said 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

1. Notification

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

2. Legal Maximum

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

C. Deduction and Transmission of Fee

1. Notification

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

2. Payroll Deduction Schedule

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

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

3. Termination of Employment

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

4. Mechanics

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

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1. above and/or the amount of the representation

fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

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

E. Indemnification and Save Harmless Provision

1. Liability

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

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

2. Exception

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

**ARTICLE 15**  
**MANAGEMENT RIGHTS**

The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State Law, retains the right subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations,

- 1. to hire, promote, transfer, assign and retain employees in positions within the school district, and for just cause to suspend, demote, discharge or take other disciplinary action against employees,
- 2. to abolish any such position for the reasons of economy or because of reduction in the number of pupils or of change in administrative or supervisory organization of the district or for good cause (18A:29-9),

3. to maintain the efficiency of the school district operations entrusted to them,
4. to determine the means by which such operations are to be conducted, and to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.

**ARTICLE 16**  
**WORK CONTINUITY CLAUSE**

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

**ARTICLE 17**  
**MISCELLANEOUS PROVISIONS**

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. It is understood by all parties that under the ruling of the Courts of New Jersey, and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.



- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by the Association, to the Board at  
South Brunswick Board of Education  
PO Box 181  
Monmouth Junction, NJ 08852
  2. If by the Board, to the Association at the residence of the President of the Association. The Association shall file with the Board a letter designating the President of the Association during the term of this Agreement.
- F. The Board of Education and the Head Custodian and Night Foreman Association agree to establish a committee to study areas of professional growth and training and availability of same.

**ARTICLE 18**  
**EFFECT AND DURATION**

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement, or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws of 1974.
  
- B. Within sixty (60) days after this Agreement is adopted, copies shall be printed and distributed, at Board expense, to all persons included within the scope of said Agreement.
  
- C. This Agreement shall be effective as of July 1, 2008, and shall continue in effect through June 30, 2009.
  
- D. Should a change in this Agreement be mutually agreed upon, it shall be reduced to writing and signed by the Presidents of the respective parties, and adopted by the Board.

**SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

Date \_\_\_\_\_

**HEAD CUSTODIAN AND NIGHT FOREMAN ASSOCIATION  
OF SOUTH BRUNSWICK**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Treasurer

Date \_\_\_\_\_

APPENDIX 1  
BASE SALARIES

2008-2009

Beecher	\$53,240
Blum	\$42,950
DiCicco	\$53,240
Donato	\$42,950
Ferraro	\$54,438
Hobor	\$42,950
Kelly	\$53,240
Murphy	\$54,680
O'Connor	\$54,290
Pateman	\$56,403
Rock	\$41,195
Sudnick	\$54,240
Teixeira	\$53,240

Black Seal stipends, longevity and the location stipend are added to these base salaries to determine total compensation. Base salary increases are retroactive to July 1, 2008.

## APPENDIX 2

### NEW HIRES

For the purpose of establishing an initial salary, the Board of Education will unilaterally establish the salary for any new head custodian or foreman hired during the term of this contract. In establishing the salary, the Board will take into consideration the following factors: current salary and experience, the existing custodial/maintenance guide and the following stipends:

### LOCATION STIPENDS

#### **HEAD CUSTODIAN**

Brunswick Acres, Cambridge, Constable, Greenbrook, Monmouth Junction Schools  
(\$1,160)  
Indian Fields, Brooks Crossing Schools (\$4,110)  
Crossroads North, Crossroads South (\$4,510)  
High School (\$6,160)

#### **FOREMAN**

High School (\$3000)  
Any other approved location (\$2000)

### BLACK SEAL STIPEND

Any unit member required to possess and possessing a Black Seal license shall receive a stipend of \$325 annually.