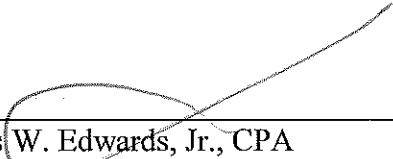


**BRICK TOWNSHIP PUBLIC SCHOOLS
101 HENDRICKSON AVENUE
BRICK, NJ 08724
CERTIFICATION**

I hereby certify that I, the undersigned, am the Brick Township Board of Education Secretary and am duly authorized to certify resolutions adopted by the Board of Education at the Special Meeting held on the 30th day of May 2019.

To approve a Memorandum of Agreement between the Brick Township Board of Education and the Brick Township Association of Non-Certified Supervisors and Administrative Secretaries.



James W. Edwards, Jr., CPA
Business Administrator/Board Secretary

**BRICK TOWNSHIP ASSOCIATION OF NON-CERTIFICATED SUPERVISORS AND
ADMINISTRATIVE SECRETARIES AGREEMENT**

THIS AGREEMENT, entered into on the first day of July 2019, by and between the Board of Education of Brick Township, New Jersey, hereinafter called the “Board” and the Brick Township Association of Non-Certificated Supervisors and Administrative Secretaries (BTANSAS) hereinafter called the “Unit”.

**ARTICLE I
Recognition**

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Board hereby recognizes the Unit and it’s elected negotiators as the group certified by the New Jersey Public Employment Relations Commission to act as the sole and exclusive representative for the collective negotiations concerning the terms and conditions of employment for the positions of Secretarial Assistant, Payroll Supervisor, Radio Dispatchers, Buyer, Accountant, Supervisor Buildings and Grounds, Data Entry Operator I, Food Service Manager, Supervising Maintenance Repairer/Supervisor Landscaping, Supervising Mechanic, Systems Analyst, Security Systems Operator, Recreation Director, Employee Benefits Specialist, Building Maintenance Inspector and Budget Officer. Said positions shall be in accordance with Civil Service Regulations and Laws (Title 4A, New Jersey Administrative Code and Title 11A, Civil Service Act) as long as said Regulations and Laws continue to be applicable to the Board.

**ARTICLE II
Negotiations Procedure**

Not later than November 1st of the calendar year preceding the calendar year in which this Agreement expires, the Board and the Unit agree to enter into collective negotiations on a successor agreement in accordance with Chapter 303, Public Laws 1986, and S-1087, Public Laws 1975, as amended.

ARTICLE III
Grievance Procedure

A. A grievance shall mean a complaint by a member of the bargaining unit that there has been to him or her, a misinterpretation or misapplication of the terms of the Agreement.

B. **Level One:** Within thirty (30) school days after the grievant knew or should have known of the events or conditions on which the grievance is based, a grievance may be submitted in writing to the immediate supervisor by the grievant, with a Unit Representative, unless the grievant refuses representation in writing. Within ten (10) school days thereafter, a written replay shall be given by the supervisor to the grievant and Unit Committee Representative.

Level Two: Within ten (10) school days from receipt of the Supervisor's reply, the Unit may submit the grievance in writing to the Director of Human Resources copying the Unit member, and his/her representative. The Director of Human Resource shall either schedule a grievance hearing within ten (10) school days of receipt of the grievance or provide a written response within ten (10) school days to the Unit if the Director of Human Resource does not feel a grievance hearing is needed. If a grievance hearing is held the Director of Human Resources shall send his/her decision in writing to the Unit within ten (10) school days after the grievance hearing.

Level Three: Within twenty (20) school days from the receipt of the Director of Human Resources reply, the Unit may submit the grievance in writing to the Superintendent. The Superintendent shall hold a hearing within twenty (20) school days from the time of submission of the grievance to the Superintendent. Upon completion of the hearing, the Superintendent shall send his decision in writing to the Unit within ten (10) school days after the grievance hearing.

Level Four: Within twenty (20) school days from the receipt of the Superintendent's reply, the Unit may submit the grievance in writing to the Board. The Board, or the committee thereof, shall hold a hearing within twenty (20) school days from the time of submission of the grievance to the Board. At this level, the grievance shall be given to a committee composed of the Board, the grievant, one (1) Officer of the Unit, and the section representative Recording Secretary. The Board shall give its reply within ten (10) school days after the hearing.

C. 1. Within twenty (20) school days after receipt of the Boards reply, any grievance processed under this article through the above levels and procedures, which cannot be resolved satisfactorily, may be submitted by either the Unit or the Board, in writing, to the American Arbitration Association.

2. The Arbitrator so selected shall confer with the representatives of the Board and the Unit and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived then from the date the final statements and proofs on the issues submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall be without power or authority to grant monetary awards under the Master Agreement, unless the grievant suffered a loss resulting from an arbitrary or capricious administrative act, or decision, or omission. Furthermore, any monetary award made shall not extend back beyond the grievable act and at no time back beyond the current school year. The decision of the arbitrator shall be submitted to the Board and the Unit and shall be final and binding on the parties.

3. The costs for the services for the arbitrator, including the per diem expenses, if any, an actual necessary travel and subsistence shall be borne equally by the Unit and the Board.

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

E. If an employee is brought up on charges, no suspension or discharge will be put into effect without a formal hearing by the Director of Human Resources and/or his/her representative meeting with the Section Representative and Recording Secretary. This provision does not apply to situations requiring immediate action because of the nature of the offense. This shall be the Superintendent's decision solely. It is understood that the Unit shall have the right to appeal the Superintendent's decision to the Board in any case of suspension or discharge.

ARTICLE IV Vacations

A. Employees who were members of the Unit as of June 30, 2012 will receive twenty (20) vacation days per year until they have completed twenty years of service with the Brick Township Board of Education, at which time they will be entitled to twenty-five (25) vacation days per year as of July 1st the year following said completion.

Employees whose membership in the Unit began on or after July 1, 2012 will receive paid vacation days for the total years of service as an employee in Brick Township Schools on July 1st of the year following the completion of said years, as follows:

Years	Paid Vacation Days
0-1	12
2-5	15
6-20	20
21 or more	25

For the initial year of employment to count as one year, for vacation purposes, the employee must have to have worked more than 100 days as an employee in the Brick Township Schools. Any employee whose position was recognized by the Board and Unit for the first time by this agreement will maintain the level of vacation days received in their most recent employment contract between the individual and the Board until such time that the above years of service provision exceeds their current allotment.

Vacation days will be prorated on a monthly basis as shown above. When a proration of days calculation is needed, and the calculation does not produce an even number, then the number will be rounded down to either .5 for any number above .5, or down to the nearest whole number for any number below .5. Any fraction of days earned will be credited to the employee's vacation day bank on June 30th of each year. Upon separation from employment, employees will be paid at their then current per diem rate.

B. At no time will an employee be allowed to have a bank of vacation days accumulated greater than the amount as indicated in section A. above plus the amount earned and credited from the prior year.

C. Vacation time requests shall not be unreasonably denied.

ARTICLE V

Holidays

A. Members of this Unit shall receive their full pay for holidays in accordance with the school calendar plus Independence Day and Labor Day.

B. If a Unit member is required to work on a holiday he/she shall be granted another day off without loss of pay.

ARTICLE VI
Work Year, Day/Week and Overtime

A. There shall be no compensation for overtime, either monetary or compensatory time for any member of this Unit.

B. The school year for Unit members will begin on July 1 and end on June 30. The daily wage rate (per diem) for Unit members shall be determined by dividing 260 into the annual salary. The normal work day and work week for the Unit members shall be eight (8) hours per day, Monday through Friday, forty (40) hours per week with a daily lunch of one hour (included in a work day). Summer hours shall be in effect from the first full five day work week in July (excluding holidays) through the last full five day calendar work week in August. The summer time workday shall be eight (8) hours per day, with a daily lunch of one half (1/2) hour (included in workday). The summer time workweek shall be four (4) days per week Monday through Thursday. Sick, Vacation and Personal Days utilized during this period will be charged as one day, or in other words eight (8) hours of sick, vacation or personal time for every 8 hour workday.

C. Members of his Unit may be required to work during inclement weather when schools are closed. If designated by the Superintendent and/or his/her designee.

ARTICLE VII
Leave of Absence

A. For an employee's personal illness, full-time employees are entitled to one (1) working day per month, the first calendar year of employment after initial appointment, and fifteen (15) days in every calendar year thereafter.

B. Upon retirement from the District, after fifteen (15) years of service in the employment of the Board, in any capacity, the Board shall pay employees employed with the Board as of July 1, 2012 for accumulated sick days at the rate of One (1) for Four (4) the amount accrued and earned as of June 30, 2012. Employees hired into covered positions after July 1, 2012 will not be eligible for any payout of accumulated sick time upon any type of separation.

C. Notice of absence must be given to the supervisor promptly prior to starting time. Failure to do so may be cause for denial of sick leave and discipline. Absence without notice for five (5) or more consecutive days shall constitute discipline.

D. An employee who shall be absent on sick leave for three (3) or more consecutive days shall be required to submit acceptable medical evidence substantiating the illness. An employee may be required as a condition of return from the illness, to have a medical examination by a physician designated by the Board at the expense of the Board.

E. 1. Full-time unit members shall be granted three (3) personal days per year for personal business that cannot be conducted outside of the school hours.

2. Unit members may be allowed a maximum of five (5) days absence in one year with full pay for each death in the immediate family. The immediate family shall be defined as: spouse, civil union partner, parent, child, sister, brother, in-laws, grandparent and grandchild, or any person standing loco parentis. These days must be used within 4 weeks after the death of the family member. Proper documentation must be provided to Human Resources.

3. In case of death of a relative, of the second degree (aunt, uncle, nephew, niece and first cousin) absence of one (1) full day with pay will be granted.

4. Unused personal days at the end of each calendar year will be carried over and added to accumulated sick leave.

F. FMLA/NJFLA

a. In the case of any leave because of (1) the birth and care of the employee's child, or (2) the placement of a child with the employee for adoption or foster care, or (3) in order to care for the spouse (including Civil Union Partner), child or parent of the employee if the spouse, child or parent has a serious health condition, said employee may use, to the extent that it exists, accrued paid leave, such as vacation, personal, and sick leave days, prior to or following utilization of leave under the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act.

b. In the case of any leave of absence due to the serious health condition of the employee that prevents the employee from performing the functions of his/her job, said employee may use, to the extent that it exists, accrued paid leave, such as vacation, personal and sick leave days, prior to or following the utilization of leave under the Federal Family and Medical Leave Act.

ARTICLE VIII
Insurance

A. The Board of Education shall pay the full premium of insurance protection for each Unit member and his/her family (including civil union partners) provided the Unit member is regularly employed at least thirty (30) hours per week, which insurance shall include medical insurance, dental insurance, and a prescription plan, all of which are subject to the following conditions:

1. During the life of the successor collective agreement, (July 1 2019 to June 30, 2022), each employee electing coverage shall contribute in Accordance with Year 4 requirements as set forth in P.L. 2011, Chapter 78. This contribution shall be withheld from the respective employee's paycheck on a prorated basis. If the contribution requirements of P.L. 2011, Chapter 78 change during the life of the successor collective bargaining agreement, and if those changes require the Board to amend the contribution levels from Year 4 during the life of the successor collective bargaining agreement, the Board will comply with the applicable law as amended. Otherwise, Year 4 contributions will be in effect for the life of the successor collective bargaining agreement.
2. Effective July 1, 2019, or as soon as administratively possible after that date, the medical insurance plan offered shall be the Direct 20 Modified Plan as offered by Horizon Blue Cross/Blue Shield with all requirements of the Direct 20 Modified Plan. The Board may offer other less costly plans for employees to select from provided the Direct 20 Modified Plan is maintained and offered.
3. The Board has the option of enrolling in the State Educators Health Benefits Plan ("State Plan") during the life of the successor collective bargaining agreement. If the State Plan is elected, the coverage offered to and provided eligible members shall be in compliance with the rules and regulations of the State Plan. If the Board chooses to move to the State Plan or another insurance carrier, coverage must be equal to or better than the existing Direct 20 Modified Plan coverage.

B. The Board reserves the right to select the appropriate insurance carrier(s) for all Medical, Prescription and Dental coverages.

C. All insurance plans mentioned in this Article shall be plans mentioned in this Article shall be continued by the Board while a Unit member is utilizing FMLA/NJFLA.

D. The Prescription plan offered by the Board shall be a co-pay plan. The following Utilization Management (“UM”) shall be applied to all eligible medications.

DAW2 Dispense As Written (mandatory generics) – requires the member to pay the difference in cost between the generic and brand-name drug as well as the brand-name copay in a situation where the member chooses a brand-name medication when a generic medication is available.

Home Delivery Maintenance – Long term maintenance medications shall be filled via mail order. Up to sixty (60) days of medication can be received at a retail pharmacy for long term maintenance medications but thereafter the medication must be filled through the mail service and will be denied at retail (3rd fill).

Expanded Prior Authorization – Requires certain high cost and complex medications to be pre-certified to ensure clinical appropriateness before a script is filled.

Step Therapy – A clinical quality feature that ensures members utilize medications in appropriate clinical order to ensure safety, quality and cost management.

Drug Quantity Management (DQM) – A program that aligns dispensing limits to FDA approved dosage guidelines and other supportive medical evidence.

The schedule of Pharmacy Co-payments for eligible medications is as follows:

1. For eligible medications obtained at a network retail pharmacy, members shall pay one full co-payment for each 30-day supply as follows:

Generic Medications	\$5
Preferred Medications	\$20
Non Preferred Medications	\$35

2. For eligible medications received through the network mail order service, members shall pay one full co-payment for each 90-day supply as follows:

Generic Medications	\$5
Preferred Medications	\$30
Non Preferred Medications	\$50

3. For eligible specialty medications received through the network specialty pharmacy, members shall pay one full co-payment for each 30-day supply as follows:

Generic Medications	\$15
Preferred Medications	\$60
Non Preferred Medications	\$105

E. The Board shall provide dental insurance plan options with varying levels of coverage that the employees may elect to enroll in.

F. The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board.

G. Upon the permanent separation from employment of any employee who has been covered under the Board's health-care plans, any payments which had been provided on the employee's behalf by the Board shall cease immediately following the employee's last day on the payroll. The coverage shall also immediately be terminated unless the employee has arranged prior thereto for its continuation consistent with his/her rights, if any, under law.

The District reserves the right to implement care management features as may be necessary or deemed required to assist in the effective management of the District's medical, pharmacy and dental plan. The District may implement said plans without the prior consent of the Unit provided they give the Unit 60 days advanced notice along with a description of said services. Such measures shall be designed to increase patient safety and efficacy and promote improved clinical outcomes.

ARTICLE IX

Board Rights

A. The Board of Education reserves all rights and functions vested in it pursuant to applicable law and regulations, and all other functions as are normally and customarily exercised by the Board of Education in the management of the affairs of the school district.

B. The Unit recognizes that the school district, in accordance with provisions of State laws, Rules and Regulations, shall be governed by the Board of Education and that the Board of Education cannot unlawfully delegate its authority with reference to any decision affecting the school system. It is not the intent of this AGREEMENT to violate any of the school laws, laws of the State of New Jersey, or the United States of America.

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

ARTICLE X
No Strike-No Lock Out

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

ARTICLE XI
Civil Service

All provisions of this AGREEMENT are subject to applicable Civil Service rules and regulations. Any employee hired or assigned to a position on a temporary assignment basis, shall be given the opportunity to be tested for said position within a period of six (6) months from the date assigned to the temporary assignment.

Any vacancy created by a transfer will be filled by recall of the senior qualified laid-off employee. In the event there is no employee in this category, then the vacancy may be filled at the discretion of the Board.

Where employees are laid off and an opening occurs for re-employment, they shall be called back within classification in the order of seniority.

A complete list of job classifications and duties will be posted. One (1) copy of all job descriptions currently in force shall be made available to all Civil Service Personnel. This one copy shall be sent to each Supervisor.

ARTICLE XII

Salaries

- A. 2019-2020: The base salary cost for the 2018-2019 school year will generate a 3.3% increase in the 2019-2020 school year.
- B. 2020-2021: The base salary cost for the 2019-2020 school year will generate a 3.3% increase in the 2020-2021 school year.
- C. 2021-2022: The base salary cost for the 2020-2021 school year will generate a 3.0% increase in the 2021-2022 school year.
- D. During the term of this agreement new hires to the positions covered by this agreement will be placed within the range utilizing Schedule A.
- E. Radio Dispatchers that maintain a valid Commercial Drivers License (CDL) and are required to utilize same for the purpose of operating Board vehicles shall be paid an additional compensation of \$1,000 annually.

The salary of a Unit member who may begin his/her annual employment subsequent to July 1, or who may end his/her employment prior to June 30, will be compensated by determining his/her annual salary and dividing that amount by 1/260.

The date of pay for the Unit members shall be on the 15th and 30th of each month. When a pay day falls on or during a school holiday or weekend. Unit members shall receive their pay checks on the last previous work day. All pay checks shall be made via direct deposit.

SCHEDULE A

<u>TITLE</u>	<u>NEW HIRE RANGE</u>
Accountant	\$44,000 - \$65,000
Supervisor Buildings and Grounds	\$45,500 - \$87,500
Budget Officer	\$53,000 - \$63,000
Building Maintenance Inspector	\$38,000 - \$48,000
Buyer	\$43,000 - \$67,500
Data Entry Operator 1	\$27,000 - \$41,500
Food Service Manager	\$50,500 - \$99,500
Payroll Supervisor	\$45,500 - \$85,000
Radio Dispatcher	\$33,500 - \$62,500
Secretarial Assistant	\$38,000 - \$61,000
Supervising Maintenance Repairer/Supervisor Landscaping	\$55,000 - \$93,000
Supervising Mechanic	\$46,000 - \$76,000
Systems Analyst	\$32,000 - \$57,500
Security Systems Operator	\$55,000 - \$65,000
Recreation Director	\$25,000 - \$57,000
Employee Benefits Specialist	\$33,000 - \$66,000

ARTICLE XIII
Miscellaneous

A. Costs for participation in seminars, workshops and conferences that may be incurred by Unit members, will be paid by the Board of Education. Request must be approved in accordance with district policies and procedures and with N.J.A.C. 6A:23A-7 prior to attendance.

B. Tuition, required books, and other expenses of job related courses, will be paid for by the Board when the employee has been authorized to attend job related course of study up to \$2,500.

C. Unit members who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate as established within N.J.A.C. 6A:23A-7. In the event that N.J.A.C. 6A:23A-7 is overturned or nullified and not replaced with any other regulation or statute governing the same then the parties agree that the rate to be utilized in determining reimbursement for travel shall be the published IRS rate.

D. The president of the Unit (BTANSAS) or their designee, will be allotted time away from their current duties to handle Union related situations during the workday, if required.

E. 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 provision 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.

F. Whenever any notice is required to be given by either parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party may do so by registered letter at the following address:

To the Board
Brick Township Board of Education
101 Hendrickson Avenue
Brick, NJ 08724

To the Association
To the President of the Association
At the address as filed with the Board
of Education

ARTICLE XIV
Duration of Agreement

This AGREEMENT shall be binding and effective as of the first day of July, 2019, and continue in full force and effect until midnight June 30, 2022. It shall be automatically renewed for successive one-year periods thereafter, unless either party serves notice in writing to the other, on or before November 1st of the calendar year preceding the calendar year in which the AGREEMENT expires, of desire to negotiate a new AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed by their respective presidents, attested by their secretaries, and their corporate seals to be placed hereon, on this 30th day of May 2019.

Brick Township Board of Education

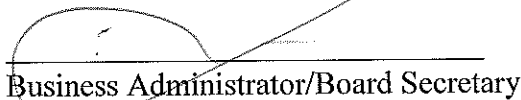
Brick Township Non-Certified
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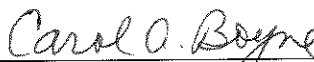
Board President



BTANSAS President



Business Administrator/Board Secretary



BTANSAS Vice President