

BRIDGETON PUBLIC SCHOOLS

Bridgeton, New Jersey

AGREEMENT BETWEEN

BRIDGETON BOARD OF EDUCATION

AND

TEAMSTERS LOCAL 676

FOR SCHOOL YEARS 2009-2012

(beginning July 1, 2009, Ending June 30, 2012)

This Agreement between the BRIDGETON BOARD OF EDUCATION, Bridgeton, New Jersey, and TEAMSTERS LOCAL 676, affiliated with the International Brotherhood of Teamsters, AFL-CIP, on behalf of the maintenance employees of the Bridgeton Public School District, represents the complete agreement between the parties:

1. Maintenance employees will receive compensation in the following manner for the contract period:
 - (a) For the contract year July 1, 2009 through June 30, 2012.
 - (b) Compensation for the contract year 2009-2012 will be at \$31.92 per hour, which represents a 4% increase.

2009-2010	\$31.92 (4%)
2010-2011	\$33.20 (4%)
2011-2012	\$34.53 (4%)
 - (c) A shift differential will be paid, by the employer, at the rate of \$.60 per hour or \$4.80 per day for the second or third shift.
 - (d) **Individuals hired as maintenance personnel and classified as "new hire" will be paid at 75% of current rate for their first year, 85% of current rate for their second year. New hires will be paid full rate for their third year. However, the Board, at its sole discretion, may hire new employees at either 85% or full rate at any time.**
 - (e) Maintenance persons called into work from home shall be paid a minimum of one hour overtime.
2. Employees will receive their paychecks on the fifteenth (15th) and thirtieth (30th) day of each month or the last working day prior to the regular payday.
3. **When the Board operates on a four-day work week in the summer, the maintenance staff will also work a four-day week and overtime pay will not begin until after a ten (10) hour day or forty (40) hour week, but such overtime payment will not pyramid.** Time and one-half will be paid for all overtime after an eight (8) hour day or forty (40) hour week, but such overtime payment will not pyramid. Double time will be paid for all work performed on Sunday if forty (40) hours, exclusive of overtime, has been worked during the work week.
4. The Board recognizes the principle of seniority and shall give preference in the case of promotional opportunities to positions other than that of Building Supervisor and Night Supervisor, layoffs, preferred assignments and extra compensation duties to the senior employee who has the ability to meet the

qualifications established by the Board. The Board reserves to itself solely the right to set hiring standards, to hire, to establish criteria for the various positions and to have qualifications considered in the selection of personnel for these positions.

5. The following grievance procedure will be established as Board Policy:
 - (a) Any employee who has a grievance, within ten (10) working days, may either first discuss it with the Supervisor of Buildings and Grounds or may bring the grievance to the attention of the Union and request representation in any discussions with the Supervisor.
 - (b) If the employee and/or the Union do not obtain a satisfactory resolution of the grievance with the Supervisor, the grievance, within ten (10) working days, shall be put in writing and sent to the Business Administrator who shall, within a reasonable time after the receipt of the grievance, meet with the aggrieved employee and a representative of the Union and within three (3) working days thereafter, submit a written decision to the Union and the aggrieved employee.
 - (c) If the employee and the Union are dissatisfied with the decision of the Business Administrator, they may appeal to the Superintendent. Such appeal shall be in writing, shall state the nature of the grievance and the adjustment requested, and shall be filed with the Secretary of the Board within ten (10) working days after receipt of the Business Administrator's reply. Within ten (10) working days after receipt of such appeal, the employee and representatives of the Union shall be afforded a meeting with the Superintendent. Within ten (10) working days after such meeting, the Superintendent shall advise the employee and the Union of its decision, which shall be in writing and shall contain the basis for the decision.
 - (d) If the employee and the Union are dissatisfied with the decision of the Superintendent, they may request within ten (10) working days after the Superintendent's reply, that the complete file be delivered to the Board. Within ten (10) working days after receipt of the file, the employee and representatives of the Union shall be afforded a hearing before the Board, or at the option of the Board, a committee composed of members of the Board. Within ten (10) working days after such meeting the Board shall advise the employee and the Union of its decision, which shall be in writing and shall contain the basis for that decision.
 - (e) In the event of a grievance involving discipline or discharge the following will be the procedure followed within ten (10) working days after Step (c) of this Grievance Procedure.

- (1) If the employee and the Union are dissatisfied with the decision of the Superintendent, they may request that the complete file be delivered to the Board.
 - (2) Within ten (10) working days after receipt of the file, the Board form a committee composed of members of the Board, will afford a hearing to the employee and representatives of the Union.
 - (3) Either the Board or the Union may consult such advisors as they deem desirable and may have them present at the meeting to insure that such discharge or discipline is for just cause only.
 - (4) Within ten (10) working days after such meeting, the Board shall advise the employee and the Union of the decision, which shall be in writing and shall contain the basis for the decision.
- (f) The Board and the Union shall be responsible for their own cost incurred under (e) above.
 - (g) If the Business Agent of the Union and the Board of Education cannot reach a satisfactory agreement, then the grievance shall be submitted to a designated arbitrator mutually agreed upon by both parties. If the parties cannot agree upon an arbitrator, then the matter shall be submitted to the New Jersey State Medication Service for the selection of an arbitrator. The arbitrator shall render a decision within twenty-four (24) days. After the closing of the hearing, the fee of the arbitrator shall be borne equally by the Union and the Employer.
6. The established Board policy concerning leave for death in immediate family, now extended to the teachers of the Bridgeton Public School District, will be extended to the maintenance employee.
 7. After ten (10) years of employment the Board will give four (4) week's vacation with pay. Vacation may be taken at any time during the year except the Christmas and Easter school shutdown. No more than one (1) employee may take a vacation at the same time unless mutually agreed to. After three (3) months of probationary period, new employees will accrue one (1) day for each month worked. Days earned are to be taken during the regular vacation periods. After one full year of service, each maintenance employee will receive three (3) weeks of paid vacation. If a holiday falls within the employee's vacation period, he shall receive an additional day's vacation.

8. Maintenance staff shall receive vacation pay for the vacation period they are about to take on the last payroll immediately prior to their vacation.
9. The following are paid holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Day before Christmas
	Martin Luther King's Birthday

(a) If any holiday as herein specified falls on a Sunday, it will be celebrated on the following Monday. If Christmas falls on a Saturday, it will be celebrated on the preceding Friday.

10. Doctors' certificates after maintenance employees return from absence will only be required on the same basis that such certificates are required by other employees of the School Board. The requirement of doctors' certificates, therefore, shall be uniformly applied as to all employees of the School Board.
11. The School Board shall check off dues from the pay of those employees who sign appropriate authorization cards for such check off of dues. The deducted dues payments shall be sent to Teamsters Local Union No. 676, 101 Crescent Boulevard, Collingswood, NJ 08108.
12. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Memorandum of Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights that are expressly required by law, the courts or administrative interpretation as mandatory to be retained by the Board.
13. The Board shall pay the full premium for employee, family and dependent coverage where eligible, which consists of **Horizon Blue Cross/Blue Shield**. Such premium payments shall be for the full twelve (12) month period of the coverage year and continue every year thereafter for all employees covered by this Agreement.
14. The Board agrees to pay full family drug and prescription plan (\$15.00 brand name/\$5.00 generic/\$5.00 mail in co-pay) for all employees. Carrier to be named by the Board.

15. The Board shall provide Full Family Dental Plan identified as Delta Dental Plan of New Jersey, Inc., or equivalent, premium to be paid by the Board of Education for all employees in the bargaining unit. Said plan shall provide the following:
- (1) 50/50 co-pay;
 - (2) \$1,000 maximum benefit for each family member per year;
 - (3) Orthodontic coverage not to exceed a maximum of \$1,500 per lifetime.
16. An employee may elect to forego medical health benefits (not including prescription and dental) and receive a cash payment of \$3,000 at the end of June each school pursuant to the provisions outlined below. Said payment is not part of the employee's salary nor is it pensionable. The Board shall establish a Section 125 plan. The individual unit member is responsible for all tax liability.
- The employee must opt out of the medical insurance for the entire school year.
 - The employee must demonstrate, in writing that he/she has alternative health coverage prior to opting out.
 - An employee who opts out may only restore coverage during the course of the year in which insurance coverage was declined based upon the provisions outlined below.

An employee who has waived his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship and without exemption for pre-existing conditions.

Reentry to medical health benefit coverage for reason of hardship applies in the following situations that result in the loss of medical health benefits coverage through the employee's spouse:

- Termination of employment (proof of termination of benefits required)
- Legal Separation (a copy of decree is required)
- Group contract/policy terminated (proof of termination of benefits required)
- Disability of spouse which eliminated benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)

- Military Discharge (a copy of DD214 is required)

In addition, any employee who has waived his/her medical health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be July 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

17. The Board agrees to make available to all maintenance employees, through payroll deductions, a Group Disability Income Insurance Plan, providing accident and sickness coverage on a non-occupational basis, the full premium to be paid by the employee.
18. The Board agrees to provide one (1) set of foul weather gear to each individual employed in the Maintenance Department which will be stored in the Maintenance Office when not in use. The Board agrees to provide one spring/fall jacket every three years and one winter jacket every three years to each maintenance employee. The Board agrees to provide eleven (11) uniforms per employee. All employees must wear the proper uniform every day and the uniform must be clean each day. Uniforms to be stipulated by the Board, as pants, shirts or one piece.
19. The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to:
 - (a) direct employees of the school district;
 - (b) hire, promote, transfer, assign and retain employees in positions within the school district, and to suspend, demote discharge or take other disciplinary action against employees;
 - (c) relieve employees from duties because of the lack of work or for other legitimate reasons;
 - (d) maintain the efficiency of the school district operations entrusted to them;
 - (e) determine the methods, means and personnel by which such operations are to be conducted; and
 - (f) take whatever actions may be necessary to carry out the mission of the school district in situations of emergency, subject only to the provisions of this Memorandum of Agreement.

20. Upon retirement from the Bridgeton School District, a maintenance employee who has been employed for at least ten (10) years by the Bridgeton Board of Education shall be entitled to a payment for accumulated unused sick leave days at the rate of thirty-five dollars (\$35.00) per day. Effective with all employees hired after July 1, 2007, the maximum benefit may not exceed \$2,000.00.

21. Representation Fee

(a) Purpose of Fee

If an employee does not become a member of the Union 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 Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

(b) Amount of Fee

(1) Notification

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

(2) Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessment charged by the Union to its own members, and the representation fee shall be set up to 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 Union 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 Union will submit to the Board a list of those employees who have not become members of the Union for the then current membership year. The Board

will deduct from the salaries of such employees, in accordance with paragraph two (2) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(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;

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

(3) Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Union 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 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 Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(5) Changes

The Union will notify the Board in writing of any changes in the list provided for in paragraph one (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.

(6) New Employees

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

(d) Indemnifications

The Union shall indemnify and hold the employer 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 by the employer in conformance with this provision.

22. This Agreement shall remain in force and effect from **July 1, 2009** through **June 30, 2012**.
23. Each employee shall be entitled to two (2) personal days non-accumulative for a legal, business or family matter than requires the employee's absence during the employee's regular work hours. Written request of such leave must be made at least forty-eight (48) hours before the date requested to the school business administrator. Approval of the school business administrator for the personal day as well as the reasons given is required. Only those reasons stated above may be approved. Personal day leave may not be taken immediately preceding or following a holiday. All unused personal days at the end of the year will be converted to sick days.
24. Future negotiations shall be governed by the rules and regulations promulgated by the Public Employment Relations Commission.

Date: _____

Angelia Edwards, President
Bridgeton Board of Education

Date: _____

Thomas Lyon, Representative
TEAMSTERS LOCAL UNION NO. 676
Aff/w International Brotherhood of
Teamsters, AFL-CIO

Date: _____

John Shimp, President
Bridgeton Board of Education,
Teamsters
Local Union No. 676