

AGREEMENT

between

**BRICK TOWNSHIP
BOARD OF EDUCATION**

and

**TRANSPORT WORKERS
UNION OF AMERICA
AFL- CIO
LOCAL 225 BRANCH 4**

July 1, 2003 to June 30, 2006

LOCAL UNION OFFICERS

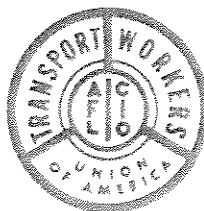
Christophehr W. Mikkelson.. President
Diane Nase..... Vice President
Joyce L. Kramer..... Secretary Treasurer
Marcella Germann..... Recording Secretary

SECTION COMMITTEE

John Mills Chairperson
Sarah Petraccoro Recording Secretary
Diane Nase..... Transportation Representative
Barry Parker Custodial Representative
Lynn Brannick..... Secretarial Representative
Robert Wagner Maintenance Representative
Diane DesJardins..... Cafeteria Representative
Charles Pavlick Grounds Representative
Robert Dudas Mechanic Representative

INTERNATIONAL OFFICERS

Sonny Hall International President
Susan A. Resch..... International Representative



TRANSPORT WORKERS UNION OF
AMERICA

LOCAL 225 BRANCH 4 AFL-CIO

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TABLE OF CONTENTS

Board Rights	25
Bulletin Boards	28
Cope Deduction	28
Dues Deduction	26
Duration of Agreement.....	36
Grievance Procedure	3
Holidays.....	7
Inclement Weather.....	29
Insurance Protection	23
Job Classifications/Entry Level Guide	37
Leave of Absence	15
Negotiations Procedure	2
New Jersey Department of Personnel	29
No Strike – No Lockout	26
Overtime	8
Recognition	2
Salaries	29
Seniority	19
Transportation	23
Vacations.....	6
Work Clothing	34

THIS AGREEMENT entered into as of the first day of July, 2003, by and between the Board of Education of Brick Township in the town of Brick Town, New Jersey, hereinafter called the "Board" and the Transport Workers Union of America, AFL-CIO, and its Local 225, Branch 4, hereinafter called the "Union".

ARTICLE I Recognition

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Brick Township Board of Education hereby recognizes the Transport Workers Union of America, AFL-CIO, and its Local 225, Branch 4, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission.

UNIT: All Employees of Brick Township Board of Education employed in the Cafeteria, Clerical, Custodial, Maintenance and Transportation Departments, but excluding Supervisors of Bus Garage, Custodians, Food Services, Grounds, Maintenance, Payroll, Transportation; Assistant Supervisors of Custodians and Transportation; Administrative Assistant of Business Administrator, Administrative Assistant of Superintendent of Schools, professional employees, supervisors within the meaning of the Act and Police.

ARTICLE II Negotiations Procedure

A. Not later than November 1st of the calendar year preceding the calendar year in which this Agreement

expires, the BOARD and the UNION agree to enter into collective negotiations on a successor agreement in accordance with Chapter 303, Public Laws 1968, and S-1087, Public Laws 1975, as amended.

B. The UNION shall present its entire written proposals to the BOARD, and not later than twenty (20) days after this presentation, the BOARD shall present its entire written proposals to the UNION.

C. The Board and the Union agree to utilize the salary scatter gram of the month of November preceding the expiration date of the Agreement for the purpose of formulating salary guides.

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 or without a UNION Committee Representative. Within ten (10) school days thereafter, a written reply shall be given by the supervisor to the grievant and UNION Committee Representative.

LEVEL TWO: Within ten (10) school days from receipt of the Supervisor's reply, the UNION may submit the grievance in writing to the Superintendent. He and/or his representative shall meet with the UNION Section

Representative and the UNION Recording Secretary within ten (10) school days after receipt of the grievance to discuss the matter. The Superintendent shall send his decision in writing to the UNION within ten (10) school days after the grievance meeting.

LEVEL THREE: Within ten (10) school days after receipt of the decision if the grievance is still unresolved, the matter may then be submitted to the Superintendent by the UNION for review by the BOARD. The BOARD, or a committee thereof, shall hold a hearing within seven (7) school days from the time of submission of the grievance to the Superintendent at this level to discuss the grievance with a UNION Committee composed of one or more local officers of the UNION, the Section Representative and the Recording Secretary. The BOARD shall give its reply within five (5) school days after the hearing.

C.1. Within twenty (20) school days after receipt of the BOARD reply, any grievance processed under this article through the above levels, which cannot be resolved satisfactorily after going through the foregoing procedures, may be submitted by either the UNION or the BOARD in writing to the Public Employment Relations Commission.

2. The arbitrator so selected shall confer with the representatives of the BOARD and the UNION 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 are submitted to him. 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 decision, which requires the commission of an act prohibited by law or which is violative of the terms of the AGREEMENT. The decision of the arbitrator shall be submitted to the BOARD and the UNION and shall be final and binding on the parties.

3. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence expenses, shall be borne equally by the UNION and BOARD. Any other expenses incurred shall be borne by the party or parties incurring same.

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 such 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 Appointing Authority (Business Administrator/Board Secretary) and/or his representative meeting with the Section Representative and the Recording Secretary. This provision does not apply to situations requiring immediate action because of the nature of the offense. It is understood that the UNION shall have the right to appeal the Superintendent's decision to the BOARD in any case of suspension or discharge.

F. Employees elected to positions on the UNION Grievance Committee shall be given time off without loss of pay when required to attend grievance hearings during their regular working hours.

ARTICLE IV Vacations

A. For Permanent full time employees:

TWELVE-MONTH EMPLOYEES

Less than one year worked	-- 1 day for each month up to June 30 th .
1st year through 10th year	-- 12 working days.
11th year through 20th year	-- 15 working days.
21st year and over	-- 20 working days.

Permanent part-time employees shall receive a vacation credit allowance on a proportional basis.

TEN MONTH EMPLOYEES (*)

11th year through 20th year working	-- Per diem pay for 3 days, added to base.
21st year and over working	-- Per diem pay for 6 days, added to base.

* a.) Ten Month Employees do not receive vacation days as paid time off. In the 1st Local 225 Contract a lump sum amount was added to the base pay of all the ten (10) month salary guides, to compensate for ten (10) vacation days.

* b.) Ten Month Employees hired before June 30, 1998 upon reaching the 11th through the 20th years of service, receive three (3) days pay at their current daily per-diem rate. Upon reaching the 21st year of service and over, they receive an additional three (3) days pay at their current per-diem rate.

Ten Month Employees hired after June 30, 1998 will no longer receive compensation as indicated above in (* b.).

B.1. Vacation allowance for twelve-month employees must be taken during the current calendar year at such time as permitted or directed by the immediate supervisor, unless the supervisor and the Appointing Authority determines that it cannot be taken because of pressure of work. In such case, any unused vacation may be carried forward into the next succeeding year only.

2. At least once in any three (3) year period each twelve-month employee will be permitted to take part of vacation due (up to two weeks) in any season of the year, provided, however, no more than one (1) employee in any department shall be on vacation at the same time without approval of the Department Head and Appointing Authority.

C. All twelve-month employees hired before July 1, 1991 and who are eligible for 12 additional vacation days (due to the vacation policy prior to July 1991) upon leaving the school district will be required to use these days before they leave the district, or by June 30, 2005. If the employee is prevented from taking these days, the Board will pay them at the current rate.

ARTICLE V

Holidays

A. Permanent employees, both full-time and part-time, shall receive their full pay for holidays as follows:

13 days for 10-month personnel

14 days for 12-month personnel

Holidays for each year will be as indicated on the yearly school calendar.

B.1. If employees are required to work on such holidays, they shall receive time and one half (1/2) of their regular base straight time rate of pay for any time worked on such holidays.

2. If employees are required to work on the following designated holidays: Christmas Day, Easter, Thanksgiving Day, New Year's Day, they shall receive double time (2 x's) their regular base straight time rate of pay for any time worked on such holidays.

C. Custodial, Grounds, Maintenance and Transportation personnel (12 months only) shall receive compensatory days as follows:

1. Two (2) days per year for the duration of this Agreement.

ARTICLE VI Overtime

A. Time and one half (1 1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over eight (8) hours per day or forty (40) hours per week. Clerical employees, however, shall be paid overtime for authorized hours worked over seven (7) hours per day or thirty-five (35) hours per week. Employees working on a night shift (commencing 3:00 PM or later) shall be paid overtime for authorized hours worked over seven and one half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week.

B. The normal work day and work week for permanent full-time employees shall be:

Clerical & Attendance Counselor: Seven (7) hours per day, Monday through Friday, with two (2) consecutive days off each week, and thirty-five (35) hours per week, plus a daily lunch period of one (1) hour. Clerical employees during the months of July and August shall be scheduled to work six (6) hours per day, Monday through Friday, plus a daily lunch period of one half (1/2) hour, with the understanding that individual schedules must be staggered in offices with more than one (1) clerical employee (in order to provide clerical coverage for the full time such offices are open).

Cafeteria: Two (2) to eight (8) hours per day with two (2) consecutive days off each week, provided that the current eight (8), six (6), five (5), and four (4) hour positions are retained.

Bus Drivers & Attendants:

1. Eight (8) hours per day within the employee's eleven (11) hour daily time cycle, Monday through Friday, and forty (40) hours per week with two (2) consecutive days off each week. Effective March 8, 2001, all high school late runs shall be eight (8) hours per day within the employee's twelve (12) hour daily time cycle, runs for all non-public schools shall be eight (8) hours per day within the employee's twelve (12) hour daily time cycle, Monday through Friday, and forty (40) hours per week with two (2) consecutive days off each week. The Board and the Union agree that there will be no more than fifteen (15) "less than 8 hour runs" in any school year. These runs will be bid in the same manner as the regular pick.

2. Effective July 1, 1998, drivers selecting packages that include non-public runs shall be obligated to work all days the non-public school is in session; if absent on such day,

the driver shall not be paid for the time missed and shall also be docked for the day. However, if the driver is absent from driving the non-public route due to an illness of at least five (5) consecutive workdays prior to the non-public school day, they will be permitted to utilize a sick day.

3. In the event that the spring recess of a non-public run does not coincide with the public school calendar, drivers on non-public runs may request to have the week off when public schools are closed. A request must be made at least two (2) months in advance and is subject to getting a replacement driver. Replacement drivers shall be selected from a sign up list for "spring break" work, which will be posted, and drivers shall be assigned in seniority order. If additional drivers are needed, substitutes shall be offered such work in seniority order. Replacement drivers shall be paid at the substitute rate for performing such work.

Custodial, Maintenance & Grounds, Transportation

Maintenance: Eight (8) hours per day, Monday through Friday, with two (2) consecutive days off each week, and forty (40) hours per week, plus a daily lunch period of one-half (1/2) hour. For night shifts (commencing 3:00 PM or later) seven and one-half (7 1/2) hours per day, and thirty-seven and one half (37 1/2) hours per week plus a daily lunch period of one half (1/2) hour.

C. There shall be no pyramiding or duplication of pay for overtime or other premium pay, and to the extent hours are credited toward one premium they shall not be credited toward another.

D.1. The work year for full-time personnel except cafeteria employees and bus drivers and bus attendants

shall extend from September 1 through June 30 for ten-month employees, and from July 1 through June 30 for twelve-month employees. The work year for all ten-month employees shall coincide with that of teachers; specifically, any day the teachers are required to report to school, all ten-month employees are required to report to school. For additional days required they shall be paid in addition to their regular salary at their regular rate of pay pro-rated. The school year for twelve-month secretaries shall begin on July 1 and end on June 30 following, and shall include such holidays throughout the year as enjoyed by the teachers in the Brick Township School System. The school year is the same as defined in the contract with the school administrators. However, in all cases where secretaries are asked to work by a twelve-month administrator during any such holiday as they might ordinarily be entitled to, they must work on said day or days and the administrator shall offer to said employee compensatory time for said additional work day which additional work days shall not exceed three (3) in number. The Administrator shall notify the Superintendent of Schools and the Business Administrator of said compensatory time. The time shall not be accumulated from year to year.

2. Effective with the 1998-99 school year, ten (10) month clerical employees shall work from September 1 through June 30, regardless of when the student year or teacher year may end in June.

E. The daily wage rate for ten-month employees shall be determined by dividing 197 days into the annual salary, and for twelve-month employees by dividing 237 days into the annual salary.

Paychecks for transportation substitutes will be delivered with the paychecks of regular employees to the Transportation Coordinator for distribution.

F. All overtime work for bus drivers shall to the extent practical be assigned to the regular drivers on a rotation basis. There shall be no difference between eight (8) hour drivers or less than eight (8) hour drivers; all shall be on the same roster for extra work; overtime will be paid when less than eight (8) hour workers meet the criteria of over eight (8) hours per day or forty (40) hours per week.

G. For the purpose of computing hours worked over forty (40) hours per week, or over thirty-seven and one-half (37 1/2) hours for night shift employees and thirty-five (35) hours for clerical, the following days will be considered as days worked: paid personal days, and Holidays referred to in Article V, which fall on a day the employee, would otherwise have worked. Effective upon ratification (June 1998) paid sick days shall not be counted in determining eligibility for overtime pay. Only days worked, paid holidays, personal days and vacation days shall be counted. This provision shall also apply to all overtime pay. The week shall begin on Monday and end on Sunday.

H. The assignment of overtime work in each department (except bus drivers, which are covered in Article VI, F) shall be on a rotation basis starting with the senior employee. In the Custodial Department, the overtime has to be on a seniority rotation basis according to schools.

I. Cafeteria: Substitute Food Service Workers shall be guaranteed a minimum of two (2) hours per day at the applicable rate of pay.

J. School Bus Drivers reporting for Extra Curricular School Activity assignments on Saturdays, Sundays or Holidays are guaranteed a minimum of four (4) hours at the applicable rate of pay.

K. School Bus Drivers reporting for Extra Curricular School Activity assignments that are canceled shall receive a minimum guarantee of two (2) hours at the applicable rate of pay.

L. Permanent Full Time Employees working in a "higher classification" on a temporary basis shall receive the higher rate of pay in accordance with the following schedule:

1. Commencing the 4th day, retroactive to the first day of work in higher class. Work in a higher class must be pre-approved by the Immediate Supervisor.

M. During inclement weather, Custodians, Maintenance and Grounds personnel will not be required to work at their regular scheduled time in the morning if weather conditions are such that main roads, school parking lots, and driveways have not been opened. However, they must remain on call and will be expected to report to work when notified by the Business Administrator and/or his designee.

N. Custodial, Maintenance, Grounds and Mechanics required to work during inclement weather, when all other employees do not have to report to work, will receive additional compensation in accordance with the following schedule:

1. Straight time at the applicable rate of pay for hours worked.

O. Transportation personnel will receive twenty-four (24)

hours notice to report for overtime assignments, when possible, and the overtime roster shall be posted in the drivers' room.

P. Effective March 8, 2001, all Custodians and Head Custodians, Cooks and Senior Cooks may be assigned by the Administration. Effective July 1, 1979, all Custodians and Head Custodians may be transferred at the discretion of the Administration. However, all Custodians and Head Custodians employed prior to July 1, 1979 shall not be included in this transfer policy.

Q. Head Custodians will receive an additional annual allowance to be included in their base salary in accordance with the following schedule:

Brick Township High School.....	\$2,750.00
Night Head Custodian (BHS).....	\$1,750.00
Brick Township Memorial High School.....	\$2,750.00
Night Head Custodian (BMHS).....	\$1,750.00
Lake Riviera Middle School.....	\$2,200.00
Night Head Custodian (LRMS).....	\$1,450.00
Veterans Memorial Middle School.....	\$2,200.00
Night Head Custodian (VMMS).....	\$1,450.00
Emma Havens Young School.....	\$1,450.00
Veterans Elementary.....	\$1,200.00
Drum Point School.....	\$1,200.00
Lanes Mill School.....	\$1,200.00
Midstreams School.....	\$1,200.00
Laurelton School.....	\$ 950.00
Herbertsville School.....	\$ 950.00
Osbornville School.....	\$ 950.00
Primary Learning Center.....	\$ 950.00

R.1. Garage Personnel, if required to work on a weekend, shall be guaranteed a minimum of four (4) hours at the applicable rate of pay.

2. Garage Personnel, if required to stand-by while busses are out on a weekend trip or any trip, shall be guaranteed two (2) hours at the applicable rate of pay.

S. Custodians shall be guaranteed a minimum of two (2) hours for checking the High School and a one (1) hour guarantee for checking grammar and middle schools when schools are closed.

T. Call Out Time: All staff shall be guaranteed a minimum of two (2) hours for being called into work during the employees regularly scheduled time off.

ARTICLE VII

Leaves of Absence

A.1. For an employee's personal illness, permanent full time employees are entitled to one (1) working day per month during the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter (twelve and one half (12 1/2) days for ten-month employees). For such employees with at least one (1) year of service, health care insurance benefits will be continued by the BOARD for the period of sick leave up to a maximum period of one (1) year.

2. For employees hired after June 30, 1998, insurance benefits will be continued by the Board for a period of six (6) months, provided the employee has at least three (3) years of service.

3. Effective July 1, 2004, a Sick Day Bank shall be established. Each employee covered by this agreement

will be given the option of participating. The decision shall be binding for the remainder of one's time in the district. Each participant may voluntarily contribute one (1) of his sick days to the bank. Each employee covered by this agreement will be given ninety (90) calendar days in which to decide to join or not. This will constitute a pool of days upon which a participant may draw, as explained below:

a. A participant who has exhausted his/her days due to a protracted, verifiable, and catastrophic illness and /or injury of which is the reason for the application to this committee.

b. The participant's record must show non-abuse of sick day usage, as determined by the committee.

c. The committee may or may not award the days and may do so in not more than thirty (30) day segments. Reapplication is necessary for each segment.

d. The maximum allowable sick days provided to any one (1) employee shall not exceed ninety (90) days. If the pool diminishes to the point whereby it is less than thirty (30) percent of whole days in relation to the number of participants, the participants will be asked to contribute one (1) additional day (as determined by the committee). Should a participant at any time of replenishing, opt not to continue, such action will constitute a withdrawal from the bank, losing any days thus far contributed. Any participant, once having contributed one (1) day (or more in cases of replenishment), may in no way retrieve any days thus far contributed. The committee will be made-up as follows:

a. Three (3) members of the Transport Workers Union of America as selected by the TWU, one of who shall be the Chairperson of the Section.

b. The Superintendent.

c. The Board Business Administrator.
If a tie vote occurs, up to thirty (30) days will be awarded, but no more, for a single incident of illness.

B. 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) consecutive days shall constitute a resignation.

C. An employee who shall be absent on sick leave for five (5) 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 illness to have a medical examination by a physician designated by the BOARD at the expense of the BOARD.

D.1. Permanent full-time employees shall be granted up to three (3) personal days leave per year for personal business that cannot be conducted outside of school hours. Personal days shall be approved by the immediate supervisor/ department head and the Appointing Authority. Personal days must be requested five (5) days in advance to the supervisor. Personal day requests should be either granted or denied within three (3) days of receiving said request. Personal business is defined as: serious illness or accident in the immediate family; household emergencies; marriage; legal business; commencement exercises, religious observance; other extremely unusual commitment or emergency. Unused Personal days may be accumulated, without limitation, for conversion to sick days.

2. Up to four (4) days leave in one year with full pay for

each death in the immediate family will be granted. Such days will not be taken from personal leave.

The immediate family shall be defined as: spouse, parent, child, sister, brother, in-law, grandparent, grandchild and stepparent. In case of death of a relative of the second degree (aunt, uncle, nephew, niece) absence of one (1) full day with pay will be granted.

Request for personal leave, with or without pay, should be made twenty-four (24) hours prior to time of absence, and must be approved by the immediate supervisor and the Business Administrator.

3. Secretarial/Clerical personnel shall be able to use the same "telephone service" for reporting in sick or for emergency personal days as currently used by the professional staff, meaning the telephone answering service and the main switchboard commencing at 6:00 a. m. and effective July 1, 1979.

4. Personal days with pay will be granted to a new permanent full time employee on a prorated basis after four (4) months of employment.

5. Union Leave-One (1) full time Union Officer shall be granted unpaid leave to serve as an elected officer of the Transport Workers Union of America AFL-CIO. Such leave will coincide with the applicable term or duty of the office held. The School District shall continue to pay the employee's wages and benefits and shall be reimbursed for same by the Union. During such leave the employee will continue to accrue seniority. This is effective beginning July 1st, 1986.

ARTICLE VIII

Seniority

A. Seniority shall be defined as length of continuous service with the Brick Township School District. The length of time that an employee is a provisional appointee will be computed towards his continuous service--this is effective July 1st, 1986.

1. It is agreed between the BOARD and the UNION that if there is a reduction in force within a classification, an employee shall be entitled to exercise his or her seniority right to assume, by bumping, a position within his or her category of employment, or in a category in which the reduction-in-force employee has prior certification. This clause shall be consistent with the New Jersey Department of Personnel Rules and Regulations, formerly called Civil Service Department.

B.1. Once each year, during the last week of August, bus drivers and bus attendants may pick their school runs. When transportation personnel pick or accept a bid for a package, they are obligated to perform such work and there are no returns once accepted.

2. Once each year, prior to the ending of the school year, cafeteria and custodial employees may pick their location or station assignments for those available within their classification in order of seniority. In cafeteria, eight (8) hour positions shall be bid by classification. Cafeteria workers who work four (4) to six (6) hour positions shall bid in seniority order as a group. Cafeteria workers who work three and one-half (3 ½) hours or less shall bid as a group in seniority order and they would move up as positions become available at the next pick according to their seniority.

3. Despite the foregoing provision to select assignments based on seniority, in the event two or more documented and substantiated complaints are received indicating that a problem has developed on a run or work assignment, the parties will attempt to resolve the issue by a mutually agreeable switch. If such agreement cannot be achieved, the Board reserves the right to restrict the scope of the pick for certain individuals. The Union and the affected worker must be made aware of the reason behind such limitations.

C.1. Except as provided above, permanent full-time vacancies and permanent new positions will be posted as they arise, and will be filled by transfers from within the bargaining unit provided there are qualified employees who have applied for such openings. Promotional upgrades due to desk audits shall be posted for announcement in the District with a provision that eligible employees may apply when the Department of Personnel announces the exam. Where qualifications are equal, seniority shall prevail. After permanent employees, qualified substitute employees in order of seniority shall be given first opportunity to fill openings in their classifications.

In the event that the Board determines not to offer a substitute employee the open position, he/she and the Union shall be given the reason for that determination. The Board's decision shall not be grievable.

All positions posted in the school district shall be recommended for appointment to the Board of Education within thirty (30) workdays of the closing date of the posting. If the posted position is not to be filled, the Union shall be provided notice.

An employee filling an opening under this Section C, within his department retains seniority in the department and the right to go back to his former position, in case the new position is eliminated, and further providing that such right is subject to the other provisions of this AGREEMENT. The following shall be considered departments for the purpose of this provision: Attendance; Cafeteria; Custodial; Maintenance; Grounds; Clerical and Transportation.

2. In-case of layoffs, the least senior employees in the classification affected will be laid off first provided those retained are qualified.

3. 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.

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

D. 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 (1) copy shall be placed in the Transportation Office.

E.1. When a vacancy in a run occurs after a pick, the senior driver, beneath the driver who was on the vacant run, so desiring the vacant run may pick it. The vacancy created because of this shall be filled:

1. By the recall of the senior laid-off driver.
2. In the event there is no laid-off driver to be recalled, then management may assign the run.

3. When a new eight (8) hour run is created out of a less than eight (8) hour run, it shall be posted for all to bid; after the position is filled, the driver who had been assigned to the less than eight hour run shall be assigned to the run which then became vacant. When after a pick, additional runs are added, the additional run or runs may be picked by the senior drivers or driver so desiring such added run or runs.

The vacancy created by this will be filled:

4. By the recall of the senior laid-off driver.

5. In the event there is no laid-off driver to be recalled, then management may assign the run.

6. When a run is substantially changed, (i.e., additional trip or trips added) such added work will be added to the run of the least senior available driver provided it does not exceed eight (8) hours work per day.

7. Runs of the Head Drivers will be assigned by the BOARD.

E.2. Temporary vacancies in the Transportation Department that will exist for one month or longer shall be offered to the rank and file under the person who is absent. One move shall be allowed, by placing the senior employee into the temporary vacancy. The senior late run driver that would like to move shall fill the run that becomes vacant due to this move. A senior substitute driver that would like to move shall be assigned to the late run for the duration of the temporary vacancy. All go back to their original pick or list upon the employee returning.

F.1. Effective July 1, 1989, a seniority system shall be instituted for substitute bus drivers. Seniority shall be defined as length of continuous service with the Brick Township School District.

2. If a vacancy becomes available for substitute work, the senior qualified substitute will fill the vacancy.

ARTICLE IX Transportation

A. All buses operated by the BOARD while in service transporting students shall be driven by drivers on the Brick Township School Transportation Bus Driver Roster, except in cases of emergency or special circumstances, such as no driver being on hand. In cases where bus attendants are needed, the bus attendants shall be taken from the Brick Township School Transportation Bus Attendants Roster.

B. Subject to the provisions set forth in paragraph A above, first opportunity shall be offered to said drivers and bus attendants in seniority order to accept summer bus driving and attendant work. They shall have one (1) week after the offer to accept or decline.

C. Effective March 8, 2001 School Bus Drivers assigned to summer work, including Camp Beadleston, shall be paid at the substitute rate of pay.

ARTICLE X Insurance Protection

A.1. The BOARD shall continue to provide health-care benefits on the same basis as made available to the teaching staff. This shall include a dental program. Major Medical Insurance to be increased to a maximum of \$1,000,000.00 effective July 1, 1986. Coordination of benefits shall be provided for married couples effective July 1, 1986.

2. Effective on the 1st day of the month which follows ratification of this Agreement (July 1st, 1994), existing part time employees (employees who work less than 35 hours per week), excluding substitutes, shall receive a managed health care DPP program as offered by the Board and approved by the Union. In the event they become full time employees during the duration of this Agreement, there shall be no option to upgrade coverage.

3. All employees, excluding substitutes, hired on July 1, 1994, and thereafter, will receive the above-managed health care program. Existing Full Time Employees who currently are enrolled in the traditional insurance plan are eligible, but not required, to enroll in the managed health care system.

4. Effective July 1, 1991, the health/hospitalization plan shall include Mandatory Second Surgical Opinion rider.

5. Effective January 1, 1995, the prescription co-payment by an employee shall be \$5.00 for generic drugs and \$10.00 for name brand.

6. Employees hired after June 30, 1998, who work less than 35 hours per week but at least 20 hours per week, will have employee only coverage in a managed care plan (including dental and prescription). The health insurance coverage of employees who decrease their hours voluntarily shall be adjusted based on the hourly requirements in the contract to qualify for such insurance. If any individual, by virtue of the pick process, has their hours reduced they will continue to maintain the insurance benefits they held prior to the pick.

7. School Bus Drivers hired before June 30, 1998 who have runs that are four (4) hours shall be provided single insurance coverage with the managed care plan offered by the Board. When the hours of a four (4) hour run are increased to six (6) hours, the driver shall be eligible for full family coverage in the managed care plan. All other benefits such as pension, vacation, sick shall be the same as the rank and file.

8. Effective, July 1, 1999, the dental allowance for braces shall be increased from \$750. to \$1000.00.

9. The Board shall provide a payroll deduction for voluntary disability insurance for any of the plans offered by Financial Independence.

ARTICLE XI 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 Boards of Education in the management of the affair of the school district. The Board of Education shall have as its management prerogative the right to enter into agreement for contract services with business of other outside agencies, provided it does not effect a reduction in force or deprive active members of the bargaining unit overtime work.

B. Transport Workers Union of America, Local 225 Branch 4, 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 XII

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. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the BOARD. There shall be no lock out by the BOARD.

ARTICLE XIII

Dues Deduction

A. The BOARD shall deduct from the wages of employees and remit to the Secretary-Treasurer of the UNION regular membership dues, assessments or fines, for those employees who sign authorization cards permitting such payroll deductions in the form and manner set forth in the following authorization form:

FILL CARD OUT IN INK ONLY

Voluntary Authorization for Payroll Deduction for
Transport Workers Union of America, Local 225
Branch 4, AFL-CIO

TO:

You are hereby authorized and requested to deduct from my wages once in each calendar month the regular monthly Dues, Assessments or fines, for such month as from time to time certified by the President or Secretary-Treasurer of the Transport Workers Union of America, Local 225 Branch 4, and to turn the same over to the Secretary-Treasurer of the said Union prior to the 20th day of said calendar month. "This authorization shall remain in effect until withdrawn by the undersigned in which even the withdrawal of authorization shall become effective as of the January 1 or July 1 following the date on which the notice of withdrawal is filed."

Signature _____

Address _____

Employer _____

_____ Date _____

This card for Local No. 225 Branch 4

B. Provided it is legally permissible, any employee in the bargaining unit who voluntarily becomes a member of the UNION will be required as a condition of employment to maintain such membership with respect to payment of dues for the term of this AGREEMENT.

C. For any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) days of employment, the BOARD will deduct from all

such employees, an Agency Fee and/or Maintenance Fee charge, not to exceed eighty-five (85%) percent of the regular dues, each month at the time the regular dues are deducted and remit such Agency Fee and/or Maintenance Fee charge to the Secretary-Treasurer of the UNION.

D. The UNION will indemnify and save harmless the BOARD from any and all claims and disputes that may arise out of or by reason of action taken by the BOARD in reliance on the authorization form set forth above.

ARTICLE XIV Committee on Political Education

The Board agrees to deduct and transmit to the Secretary-Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Transport Workers Union Committee on Political Education. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for who such deductions have been made and the amount deducted for each such employee.

The UNION will indemnify and save harmless the BOARD from any and all claims and disputes that may arise out of or by reason of action taken by the BOARD in reliance on the authorization of deducted monies in behalf of the UNION.

ARTICLE XV Bulletin Boards

The BOARD will provide reasonable accessible bulletin boards for the posting of UNION notices. Prior to posting,

a copy of the notice shall be furnished to the Business Administrator. Notices shall not be inappropriate.

**ARTICLE XVI
Inclement Weather**

When schools are closed because of inclement weather, clerical and cafeteria personnel, Attendance Investigator and Building Service Workers, Bus Drivers and Attendants shall not be expected to report to work. If because of special circumstances, they are required to report, equivalent time off shall be granted.

**ARTICLE XVII
NJ Department of Personnel**

A. All provisions of this AGREEMENT are subject to applicable NJ Department of Personnel (Civil Service) rules and regulations.

B. To the extent accorded by NJ Department of Personnel (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.

**ARTICLE XVIII
Salaries**

A. Salary increases over the three-year agreement shall be as follows:

2003-2004	-----	4.3%	+ .2% enrichment	= 4.5%
2004-2005	-----	4.5%	+ \$7800.00 enrichment	
2005-2006	-----	4.6%	+ \$5000.00 enrichment	

Substitute rates shall increase over the three-year agreement as follows:

2003-2004 ----- .05 cents per hour

2004-2005 ----- .10 cents per hour

2005-2006 ----- .10 cents per hour

Salary increases will be retroactive to July 1, 2003.

B.1. The classification and entry-level salaries are attached herein for the 2003-2004, 2004-2005 and 2005-2006 work years. The substitute salary guide F-1 is attached herein. No employee shall be paid less than the entry-level.

B.2. **Promotions/Upgrades:** The definition of a job title upgrade or promotion is an employee changing to a job title with a higher entry-level salary than the entry-level salary for the job title they currently hold. In instances where titles are changed within the same "letter"/number guide, this is considered a lateral title change with no change in wages.

Employees receiving a job upgrade/promotion within their current "letter" guide (e.g. A-A, B-B, C-C etc.) will receive a minimum of \$1000.00 increase on their base salary or the difference between the entry-level guides, whichever is greater in that contract year, with the exception if they are changing to a title that is less than their current entry level.

Employees receiving a job upgrade/promotion out of their "letter" guide (e.g. A-B, C-D, D-E etc.) shall receive a \$1500.00 increase or the difference in the entry-level amount of their current job title and the entry-level amount of the guide to which they are moving to, whichever is greater, with the exception if an employee moves to a title that is less than their current entry level.

In the event a part-time contractual employee increases their hours, he/she shall receive the increase for the additional hours based on their per diem rate.

C. In addition to such salary schedules, annual meritorious longevity increments shall be granted as follows upon completion of meritorious service as indicated. Only employees who have been employed in the Brick Township School District as of June 30, 1975 will be entitled to the following longevity:

--At the completion of five (5) years of meritorious service, One Hundred and Fifty (\$150.00) Dollars in additional annual salary.

--At the completion of the tenth (10) year of meritorious service, an additional One Hundred and Fifty (\$150.00) Dollars in additional annual salary.

--At the completion of the fifteenth (15) year of meritorious service, an additional Two Hundred (\$200.00) Dollars in annual salary.

--At the completion of the twentieth (20) year of meritorious service, an additional Two Hundred (\$200.00) Dollars in annual salary.

Longevity Pay shall be paid the fifteenth (15th) or the thirtieth (30th) of the month following the anniversary date of the employee.

D. Groundskeepers will be paid grounds rate all year, but are to work wherever assigned.

E. Senior Food Service Workers: A Senior Food Service Worker will be assigned where there are more than two (2) Food Service Workers.

F. The BOARD will pay Custodians and Custodial Workers who are holders of Black-Seal Licenses the sum

of Five Hundred (\$500.00) Dollars annually. The Board shall have the right to move the least senior Black Seal License Holder to cover any school when needed. All custodial staff hired after September 1, 2000 will have one year from their provisional/regular appointment date to obtain the Black Seal Boiler Operators License. The Board will reimburse the custodial staff member for one course and course material not to exceed \$250.00 upon obtaining the license and submitting a copy to the supervisor. The custodial staff member may be removed from their position in the event they do not obtain the Black Seal Boiler Operators License within the timelines of this provision. The custodial staff member is responsible for maintaining the license throughout their employment.

G. Tuition, required textbooks, and other expenses of job related courses will be paid for by the BOARD when the employee has been authorized to attend that particular job related course of study.

H.1. Employees required to appear at a Board of Education hearing or in Court for any job-related matter during Day Time hours shall not be penalized for "lost time" away from his/her daily assignment.

2. Employees required to appear at a Board of Education hearing or in Court for any job related matter during Night Time hours will receive "compensatory time off". This provision does not apply to matters covered by Article III, Grievance Procedure, of this AGREEMENT.

I.1. Effective July 1, 1986 all personnel, upon retirement, shall receive credit for accumulated sick leave based on the following formula: $(1/2 \text{ days} \times 1/2 \text{ the Daily Rate})$

2. All employees hired on or after July 1, 1994 will receive payment for unused sick time at retirement in accordance with the above provision. However, the maximum dollar benefit for these employees shall be "capped" at \$3,500.00.

3. For employees hired after June 30, 1998 who retire with a minimum of fifteen (15) years of service, shall receive credit for accumulated sick leave based on the following formula: ($\frac{1}{2}$ days x $\frac{1}{2}$ the Daily Rate)

J. Any employee assigned to work an evening shift will be paid a night shift differential of \$300.00 per year.

K. All Grounds staff must possess a CDL driver's license within one year after the effective date of this Agreement (March 8, 2001). The Board will provide the training and pay for the required physical examination. The Grounds staff person will be responsible for maintaining the license throughout their employment.

L.1. The Board will pay the following stipends annually to the maximum number of employees as follows:

- (1) Plumbing License Holder \$1,500.00
- (6) Asbestos Removal Certificate Holder \$1,250.00
- (3) Pesticide Certificate Holder.... \$1,000.00
- (2) Air conditioning Certificate Holder..... \$1,250.00
- (1) Electrician Site Plan Review .. \$2,000.00

2. The Board will pay a stipend to Cooks and Senior Cooks who satellite food to other locations at the rate of \$250.00 per location.

3. The Board will pay a stipend to Bus Attendants who are EMT Certified \$500.00 per year.

4. The Board will pay a stipend to the Lead Grounds employee at the following locations:

BMHS.....\$1000.00
BHS.....\$1000.00
LRMS.....\$ 750.00
VMMS.....\$ 750.00

M. Effective July 1, 2004 the Board shall no longer prepay Ten Month Employees; they shall be paid on the next regular pay cycle for work performed the prior two (2) week pay period.

Article XIX Work Clothing

1. The BOARD will provide rental of uniforms and laundry service for Bus Mechanics. Five (5) sets of summer and five (5) sets of winter -- and two (2) cleanings per week.

2. The BOARD will provide three (3) sets of uniforms and three (3) aprons to all Cafeteria Personnel each year of the Contract. All employees who receive uniforms shall not be permitted to work unless in uniform.

3. The BOARD will provide five (5) uniforms per year for all workers in Maintenance, Grounds and Custodians. In addition, Grounds employees shall also receive a Carhart Jacket and insulated bib overalls every other year of the Contract. All employees who receive uniforms and shoes shall not be permitted to work unless in uniform and wearing the shoes. In addition, Maintenance, Grounds, and Mechanics shall receive \$100.00 per year for shoe allowance.

4. The Board will provide a \$100.00 per year shoe

allowance for all permanent Custodians, effective July 1, 2003.

5. Maintenance, Mechanics, Mechanic Helpers, and Grounds personnel shall be issued winter jackets on a yearly basis. Custodians and Custodial Workers shall receive one jacket every three (3) years; if damaged they may be returned for a replacement.

6. The Board will reimburse all CDL holders for the cost of fingerprints up to \$50.00 when required for renewal of the license on a four (4) year renewal cycle.

ARTICLE XX
Duration of Agreement

This AGREEMENT shall be binding and effective as of the first day of July 2003 and continue in full force and effect until midnight, June 30, 2006. 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 respective secretaries, and their corporate seals to be placed hereon, on this 24th day of March 2004.

BOARD:

Dr. William P. Boyan
Mikkelson
President

Nicholas C. Puleio
Business Administrator
Representative
Board Secretary

UNION:

Christopher W.
President

Susan A. Resch
International

John Mills
Chairperson

JOB CLASSIFICATIONS / ENTRY LEVEL GUIDE

A1

ASSISTANT PURCHASING AGENT
ACCOUNTING SUPERVISOR
OCCUPATIONAL THERAPY ASSISTANT
PURCHASING EXPEDITOR
PRINCIPAL DATA CONTROL CLERK

03-04	04-05	05-06
\$22,399	\$23,058	\$24,272

A2

PRINCIPAL CLERK STENOGRAPHER
PRINCIPAL PAYROLL CLERK
PRINCIPAL ACCOUNT CLERK (TYPING)
PRINCIPAL PERSONNEL CLERK STENOGRAPHER
SENIOR DATA CONTROL CLERK

03-04	04-05	05-06
\$21,096	\$21,551	\$22,551

A3

PRINCIPAL DATA ENTRY OPERATOR
PRINCIPAL CLERK TYPIST

03-04	04-05	05-06
\$19,921	\$20,367	\$21,358

A4

SENIOR CLERK STENOGRAPHER
SENIOR PERSONNEL CLERK

03-04	04-05	05-06
\$19,753	\$20,192	\$21,175

A5

DATA ENTRY MACHINE OPERATOR
DATA PROCESSING TECHNICIAN
PAYROLL CLERK, PURCHASING ASST. (TYPING)
SENIOR CLERK TYPIST/SENIOR RECEPTIONIST
SENIOR ACCOUNT CLERK (TYPING)
SENIOR CLERK TYPIST
SENIOR LIBRARY ASST./SENIOR CLERK
TRANSCRIBER
CLERK BOOKKEEPER
CLERK STENOGRAPHER

03-04	04-05	05-06
\$19,135	\$19,544	\$20,496

A6

CLERK TYPIST
LIBRARY ASSISTANT (TYPING)

03-04	04-05	05-06
\$18,162	\$18,525	\$19,429

A7

CLERK

03-04	04-05	05-06
\$17,534	\$17,867	\$18,739

A8

SENIOR CLERK TYPIST (10 MONTHS)
ACCOUNT CLERK (TYPING) (10 MONTHS)

03-04	04-05	05-06
\$17,070	\$17,381	\$18,230

A9

CLERK TRANSCRIBER (10 MONTHS)

CLERK TYPIST (10 MONTHS)

LIBRARY ASSISTANT (10 MONTHS)

03-04	04-05	05-06
\$16,462	\$16,744	\$17,563

B1

SUPERVISING OMNIBUS OPERATOR

03-04	04-05	05-06
\$18,890	\$19,288	\$20,228

B2

SCHOOL BUS DRIVER

03-04	04-05	05-06
\$17,835	\$18,183	\$19,070

B3

BUS ATTENDANT

03-04	04-05	05-06
\$15,039	\$15,254	\$16,002

B4

CHAUFEUR

03-04	04-05	05-06
\$17,377	\$17,703	\$18,568

B5

SENIOR MECHANIC

03-04	04-05	05-06
\$23,211	\$23,814	\$24,969

B6

MECHANICE

03-04	04-05	05-06
\$22,406	\$22,970	\$24,085

B7

MECHANIC'S HELPER

03-04	04-05	05-06
\$19,254	\$19,668	\$20,626

C1

TRUCK DRIVER (CAFETERIA)

03-04	04-05	05-06
\$17835	\$18,183	\$19,070

C2

SENIOR COOK

03-04	04-05	05-06
\$16,978	\$17,284	\$18,129

C3

COOK

03-04	04-05	05-06
\$16,330	\$16,606	\$17,419

C4

SENIOR FOOD SERVICE WORKER

03-04	04-05	05-06
\$15,186	\$15,408	\$16,164

C5

FOOD SERVICE WORKER (8 HOURS)

03-04	04-05	05-06
\$15,018	\$15,231	\$15,978

C6

FOOD SERVICE WORKER (4 HOURS)

03-04	04-05	05-06
\$7,509	\$7,616	\$7,990

C7

ASSISTANT COOK

03-04	04-05	05-06
\$15,553	\$15,792	\$16,066

D1

CUSTODIAN

SENIOR CUSTODIAL WORKER

03-04	04-05	05-06
\$20,147	\$20,604	\$21,606

D2

CUSTODIAL WORKER

03-04	04-05	05-06
\$19,543	\$19,971	\$20,943

D3

GROUNDSKEEPER

03-04	04-05	05-06
\$20,147	\$20,604	\$21,606

D4

SENIOR GROUNDS EMPLOYEES

03-04	04-05	05-06
\$22,242	\$22,799	\$23,906

E1

SENIOR MAINTENANCE REPAIRER
SENIOR STOCK CLERK
HEAD CUSTODIAN (HIGH SCHOOL)

03-04	04-05	05-06
\$23,211	\$23,814	\$24,469

E2

MAINTENANCE REPAIRER

03-04	04-05	05-06
\$22,406	\$22,970	\$24,085

E3

ELECTRICAL LICENSE HOLDERS

03-04	04-05	05-06
\$26,144	\$26,886	\$28,187

F1

SUBSTITUTE GUIDE HOURLY RATES

03-04	04-05	05-06
SCHOOL BUS DRIVER		
\$14.19	\$14.29	\$14.39
CUSTODIAL WORKER		
\$13.11	\$13.21	\$13.31
CAFETERIA WORKER		
\$10.55	\$10.65	\$10.75
BUS AIDES		
\$11.63	\$11.73	\$11.83
CLERICAL/SECRETARY		
\$11.55	\$11.65	\$11.75