

AGREEMENT
BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL
IN THE COUNTY OF SUSSEX
AND
SUSSEX COUNTY
TECHNICAL SUPPORT ASSOCIATION

JULY 1, 2007
THROUGH
JUNE 30, 2010

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TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	3
ARTICLE I RECOGNITION	4
ARTICLE II UNIT DEFINITION	5
ARTICLE III SUCCESSOR AGREEMENT	6
ARTICLE IV TIME SCHEDULE	7
ARTICLE V HOLIDAYS AND WEEKEND (SCHOOL CUSTODIANS AND MAINTENANCE/ CUSTODIAL PERSONNEL ONLY)	9
ARTICLE VI VACATION (SCHOOL CUSTODIANS AND MAINTENANCE/ CUSTODIAL PERSONNEL ONLY)	11
ARTICLE VII SICK LEAVE	13
ARTICLE VIII PERSONAL DAYS AND OTHER ABSENCES	15
ARTICLE IX REIMBURSEMENT (SCHOOL CUSTODIANS AND MAINTENANCE/ CUSTODIAL PERSONNEL ONLY)	18
ARTICLE X GRIEVANCE PROCEDURE	19
ARTICLE XI MISCELLANEOUS	22
ARTICLE XII SALARIES AND BENEFITS	24
ARTICLE XIII ASSOCIATION PAYROLL DEDUCTIONS	27
ARTICLE XIV EMPLOYEE RIGHTS AND PRIVILEGES	28
ARTICLE XV EMPLOYEE EVALUATIONS/PERSONNEL RECORDS	29
ARTICLE XVI PROTECTION OF EMPLOYEES	30
ARTICLE XVII NON-DISCRIMINATION	31

ARTICLE XVIII MANAGEMENT RIGHTS.....32

ARTICLE XIX DISCHARGE AND DISCIPLINE (SCHOOL
CUSTODIANS AND MAINTENANCE/ CUSTODIAL
PERSONNEL ONLY)33

ARTICLE XX NO STRIKE OR LOCKOUT34

ARTICLE XXI INSURANCE PROTECTION35

ARTICLE XXII TERMS OF AGREEMENT.....37

SIGNATURE PAGE.....38

PREAMBLE

THIS AGREEMENT is made and entered into by and between the Board of Education of the Vocational School in the County of Sussex and the Sussex County Technical Support Association.

It represents the complete and final understanding of all negotiations between the Board and the Association for the duration of the agreement.

ARTICLE I

RECOGNITION

- A. The Board of Education of the Vocational School in the County of Sussex recognizes the Sussex County Technical Support Association as the collective negotiating unit concerning grievances and terms and conditions on behalf of all bus drivers, driver/custodians and full-time custodial and maintenance personnel.
- B. All other positions, not specifically defined above, are excluded.

ARTICLE II

UNIT DEFINITION

- A. This contract shall cover all persons employed in the following positions:
 - 1. Full-time School Custodians;
 - 2. Full-time Maintenance/Custodian Personnel;
 - 3. All Bus Drivers; and
 - 4. Driver/Custodians
- B. All job descriptions shall be given to unit members after approval by the Board.

ARTICLE III

SUCCESSOR AGREEMENT

A. Commencement Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the date provided by law of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Information

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board agrees to furnish in response to reasonable requests, which are reasonable as to quality and time, public information, including but not limited to, annual financial reports and audits, the proposed budget and a register of names and addresses of personnel covered by the terms of this Agreement. Anything herein stated to the contrary notwithstanding, the Board shall not be obligated to compile or to furnish any information which does not exist as a separate public record or document.

C. Procedure

1. Representation – Neither party in any negotiations shall have any control over the selection of negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiation.
2. Meeting Time – All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities unless otherwise agreed.

D. Savings Clause – Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by the written rules, regulations and/or written policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement.

E. Modification Clause – This Agreement shall not be modified in whole or in part by the parties except by an instrument duly executed by both parties.

ARTICLE IV

TIME SCHEDULE

1. School Custodians and Maintenance/Custodians:
 - A. All employees work a 40 hour week. Their time schedule will be set by the Director of Buildings and Grounds. Such 40 hour work week will include a lunch period. No more than one (1) employee may leave the building during the designated lunch period, so long as the building is not empty.
 - B. Permanent shift changes, if required, shall be made by the Director of Building and Grounds by first assigning volunteers and then on the basis of district needs and employee qualifications. It shall be the Director's practice to first consider volunteers and then seniority and performance in making involuntary changes.
 - C. All employees are entitled to a 45 minute lunch period each day. Employees are requested to have their lunch at school unless there is an emergency and they must leave the building. Under these circumstances, notification of the immediate supervisor prior to leaving the building is required.
 - D. A time period of fifteen minutes is provided for coffee break. Schedule for the coffee break shall be arranged by the supervisor. This is a daily period which cannot be accumulated and which cannot be utilized to alter the normal working day schedule.
2. Bus Drivers:
 - A. Drivers' regular runs will be assigned based upon seniority. Drivers qualifying for health benefits will be assigned at least the minimum hours (30 hours) necessary to maintain benefits, subject to sufficient business to generate the hours of work. Full-time drivers qualifying for health benefits as of June 30, 2004 shall be grandfathered for benefits. Part-time shall be considered less than 20 hours.
 - B. Bus Drivers shall receive overtime after working 40 hours per week.
 - C. Bus Drivers shall be paid at an overtime rate for all work performed on Saturdays and at a double time rate for work performed on Sunday.
 - D. A regular run shall be defined as a recurring daily run assigned to a driver. An extra run shall be defined as any bus trip, excursion, field trip, sport trip, transportation to or from Sussex County Technical School, or other contract work not recurring daily or weekly and assigned to a driver.

- E. The Transportation Coordinator shall assign extra runs to regular drivers whenever possible and on a rotating basis. A list of extra runs and the rotation status shall be posted weekly. All "extra runs" shall be paid for minimum of one hour.
- F. Drivers shall be compensated with 15 minutes of time for a pre-trip bus inspection, bus refueling, and/or bus cleaning for each daily run or extra run.
- G. Extra runs requiring an overnight stay shall receive a stipend of \$400.00 per night plus lodgings arranged through transportation.
- H. In the event of a layoff, termination or resignation, drivers shall give/receive two (2) weeks notice.
- I. Weekend trips cancelled with less than 6 hours notice shall be compensated for 2 hours at the driver's regular rate.
- J. Drivers shall be paid to attend a minimum of one in-service day per year.

ARTICLE V

HOLIDAYS AND WEEKEND (SCHOOL CUSTODIANS AND MAINTENANCE/ CUSTODIAL PERSONNEL ONLY)

- A. Holidays will be determined each year after the school calendar has been approved by the Board prior to the beginning of each school year. In the event that a Holiday is scheduled during the winter recess, it is desirable that all members of the Association observe that day. However, if this is not done the following will apply:
1. Those members of the Association who do not observe the one day winter recess holiday will be given one Flex Holiday to be used in its place.
 2. No more than three members of the Association can use a Flex Holiday on the same day.
 3. Requests for Flex Holidays are to be submitted through channels to the Director of Buildings and Grounds for approval.
- B. All future holiday schedules will consist of no less than 12 days per year and will be developed in consultation with the Association. The following is the general list of holidays: New Years Eve, New Years Day, Martin Luther King Day, President's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Thanksgiving (2 days), Christmas Eve and Christmas Day; however, the approved school calendar shall govern. However, the Board reserves the right to keep the building open at all times throughout the year. In the event an employee is required to work on a holiday to assure continued operation of the district, said employee shall be awarded compensatory time or reimbursed at the rate of twice his/her normal hourly rate. Volunteers will be sought first on a rotating basis, but others may be assigned as per the discretion of the Director of Buildings and Grounds.
- C. When the holiday falls on Saturday or Sunday, it shall be provided for as approved by the Director of Buildings and Grounds in accordance with Board Policy for other employees.
- D. When required to work on Saturday, the salary will be based on the average hourly rate of pay determined by calculating 1/260 of current salary multiplied by 1.5, provided the days do not constitute a normal 5 day work week. Employees must work a full, 40 hour week in order to qualify for overtime pay on Saturday. Employees taking leave, as permitted by the agreement, other than for bereavement or scheduled vacation, for more than one day during the week preceding the weekend day worked, will receive straight pay.

- E. When required to work on Sunday, the salary will be based on the average hourly rate of pay determined by calculating $1/260$ of current salary multiplied by 2.0, provided the days do not constitute a normal 5 day work week.
- F. Hours worked beyond the normal eight hour day will be paid by calculating $1/260$ of current salary multiplied by 1.5.
- G. Holiday premium, which is double time, will be paid if an employee is required to work a holiday, or the Saturday after Thanksgiving, or the Saturday before Easter, or Saturdays falling on December 26 or December 31.

ARTICLE VI

VACATION
(SCHOOL CUSTODIANS AND MAINTENANCE/
CUSTODIAL PERSONNEL ONLY)

A. Vacation time will be earned as follows (based on full-contract year of work):

Up to five full years of service – 12 days per year

More than five and up to fifteen full years of service – 17 days per year

Over fifteen years of service – 22 days per year

In addition to the vacation specified above, employees shall accrue additional vacation time using the following formula:

12 No. of Sick Days Used the Previous Year

12 X 3 Equals

additional vacation days for the current year. Fractions shall be rounded to the nearest 1/2 day. (See attached example of Sick Days – Vacation Formula.)

B. During the first year of employment, vacation will be earned at the rate of one day per month.

C. Vacation carry-over of up to five days may be permitted provided:

1. The employee has been employed for one year or more.
2. The employee has been recommended for re-employment.
3. The employee has a satisfactory evaluation.

D. Employees leaving employment during the contract year and before taking vacation shall receive the opportunity to take the vacation or be credited for pay purposes at the discretion of the Board of Education at the rate of 1/260 per day. Credit for the portion of a year worked will be established on the following schedule:

Up to five full years of service – 1 day for each full month of service

More than five and up to fifteen full years of service	1.5 days for each full month of service
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Over fifteen years of service

2 days for each full month of
service; maximum 30 days

In no case will the above calculation be permitted to provide for more than the number of days indicated for a full year of service above.

- E. Vacation time must be arranged with the Director of Buildings and Grounds. If agreement cannot be reached, the Superintendent will make the final determination. Vacation time shall be taken prior to June 30 of the contract year in which the vacation is earned, except as outlined in paragraph C.

ARTICLE VII

SICK LEAVE

A. School Custodians and Maintenance/Custodial employees absent due to illness will call the Director of Buildings and Grounds and Bus Drivers absent due to illness will call the Transportation Coordinator. Time forms will be provided by the payroll office and when completed will be returned weekly to the payroll office.

B. 1. School Custodians and Maintenance/Custodial - Absences for personal illness shall be allowed and shall include pay not exceeding twelve days time in any one contract year. If fewer than twelve days of allowed sick leave is taken in any contract year, then the number of days not utilized shall be cumulative, and if taken, shall be paid for.

Absences for illness exceeding five consecutive days will require a physician's certificate, indicating nature of illness and readiness for return to work; said certificate to be filed with the Director of Buildings and Grounds.

2. Bus Drivers - Absences for personal illness shall be allowed and shall include pay not exceeding ten days time in any one contract year. If fewer than ten days of allowed sick leave is taken in any contract year, then the number of days not utilized shall be cumulative, and if taken, shall be paid for.

Absences for illness exceeding three consecutive days will require a physician's certificate, indicating nature of illness and readiness for return to work; said certificate to be filed with the Transportation Coordinator.

C. 1. School Custodians and Maintenance/Custodial - Upon retirement, a member will be paid 1/2 the rate of 1/260 of their current salary, per unused sick day, up to the following:

\$6,000 for 10 years of employment
\$8,000 for 15 years of employment
\$10,500 for 20 or more years of employment

2. Bus Drivers - Upon retirement, a member will be paid 1/2 of their accumulated sick days at their per diem rate (calculated as 8 hours times their current hourly rate at retirement per unused sick day, up to the following:

\$1,500 for 10 years employment
\$3,000 for 15 years of employment
\$5,000 for 20 years of employment

D. REIMBURSEMENT FOR EXCELLENT ATTENDANCE (School Custodians and Maintenance Custodial Employees Only)

At the end of each school year, \$500 will be awarded to an employee who has used zero personal and family illness days. \$500 will be awarded to an employee who has not used more than a total of six personal and family illness days in any consecutive three year period. Only one \$500 payment may be made per year per person.

ARTICLE VIII

PERSONAL DAYS AND OTHER ABSENCES

- A. Absences needed to care for a seriously ill family member(s) shall be governed by the New Jersey Family Leave Act or the federal Family Medical Leave Act, as appropriate.
- B. Absences on account of marriage or to attend weddings of relatives or friends may be allowed by the Director of Buildings and Grounds, on request, but shall be without pay. (This provision applies only to School Custodians and Maintenance/Custodial Employees).
- C. Absences due to a death of an employee's spouse, child, step-child, mother, father, step-mother/father, mother/father-in-law, brother/sister-in-law, grandmother, grandfather, grandchild or a resident of the employee's household shall be allowed with pay for the required period but not to exceed five days in each such case.
- D. Absences because of the death of an aunt, uncle, cousin, niece, or nephew of the employee will be allowed with pay on the day of the funeral only. (This provision applies only to School Custodians and Maintenance/Custodial Employees).
- E.
 - 1. School Custodians and Maintenance Custodial Employees - Personal leave not exceeding four days per year, with pay but not accumulative, shall be allowed. Request for these personal days shall be made through the Director of Buildings and Grounds five days in advance except in emergency situations.
 - 2. Bus Drivers - Personal leave not exceeding two days per year, with pay but not accumulative, shall be allowed. Request for these personal days shall be made through the Director of Transportation five days in advance except in emergency situations.
- F. Any employee who anticipates undergoing a long term disability arising out of, but not limited to, surgery, hospital confinement, medical treatment or pregnancy, shall be entitled to a leave of absence based upon such anticipated long term disability, in which instance such leave of absence shall be chargeable to the accumulated sick leave account, if any, of said employee. If the accumulated sick leave account is or had been exhausted, the leave of absence shall be without pay and conform to applicable family leave laws.
 - 1. All employees covered by this Agreement anticipating such long term disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in a disability is known, and shall submit a certificate from his/her physician verifying the

condition expected to result in the long term disability and the physician's prognosis as to the anticipated duration of such disability.

2. If requesting an unpaid leave of absence under this Article, a written request must be submitted specifying the date on which he/she expects to commence said leave and the dates on which he/she expects to return employment following recovery from said disability.

G. Child Rearing Leave

1. The Board of Education shall grant to any employee an unpaid leave of absence to provide necessary care for his/her natural infant child from the date of said child's birth or the expiration of parent's paid leave of absence for disability resulting from said birth. Only one parent per family shall be eligible for such leave of absence. Should a child rearing leave be requested, it must continue from the date of request until the commencement of the next school year following termination of said disability leave or the commencement of the next succeeding school year thereafter. The request for such leave shall set forth the requested date of return. An application for child rearing leave must be made no later than 65 days prior to the anticipated birth of child. Such application shall include the requested commencement and termination dates for such leave. The Board shall consider the request of the employee concerning the date of return, but the Board shall have final determination as to the date of return.
2. Any non-tenure employee requesting a child rearing leave shall be granted the same, however, such leave may not be extended beyond the end of the school year in which the leave is obtained. (Applies only to School Custodians and Custodial/Maintenance Personnel).
3. A bus driver returning to the system may be assigned by the Transportation Coordinator to any similar position within the system.
4. An employee returning to the system may be assigned by the Superintendent to any similar position within the system.
5. An employee adopting an infant child of three years of age or less, shall be entitled to the same privileges under this Article as offered to an employee who has a child naturally. The leave of the adopting employee shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the legal requirements for the adoption, providing that such employee had previously advised the Board, in writing, of the fact that application of adoption has been made. Such notification shall be made within thirty (30) days of the filing of the application. The Board will use reasonable efforts to keep such notices to it confidential.

6. Any requests for extensions or reductions shall be subject to modification based on substantial interference with the administration of the school, or the education of the children, and provided such change by the Board is not medically contracted, any such extensions shall be to N.J.S.A. 18A:30-1 et seq.
 7. Where an unpaid disability leave for child rearing is anticipated during the first month of a school year, such leave must commence at the start of the school year. Such leaves may not be terminated during the last month of the school year. (Applies only to School Custodians and Custodial/Maintenance Personnel).
- H. All benefits to which a tenured employee or non-tenured employee was entitled at the time of the leave of absence, pursuant to this Article, accumulated sick leave shall be restored to the employee upon return from the leave of absence granted pursuant to this Article, with the exception that earned increments will not be included. If a Bus Driver uses accumulated time during the leave, such accumulation shall not be returned upon returning to work after the expiration of the leave. If no accumulated time is used during the leave, all accumulation shall be credited to the Bus Driver upon returning to work.
- I. All extensions or renewals of leaves shall be applied for in writing and, if granted, shall also be in writing.

ARTICLE IX

REIMBURSEMENT
**(SCHOOL CUSTODIANS AND MAINTENANCE/
CUSTODIAL PERSONNEL ONLY)**

- A. When required to utilize personal transportation for school use, individuals shall be reimbursed at the rate established by Board Policy. Persons authorized for such reimbursement shall be designated by the Director of Buildings and Grounds.

ARTICLE X

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE

A "grievance" is a claim by a member of the Association based upon the interpretation, application, alleged violation of this Agreement, affecting an identified member or group of members.

2. AGGRIEVED PERSON

An "aggrieved person" is the member or the Association making the claim of a grievance. The aggrieved person, or persons, should be identified.

3. PARTY IN INTEREST

A "party in interest" is the person making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest level, equitable solutions to both parties of the problems which may from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All grievances shall be filed within ten working days of the date of awareness of the grievance.

2. YEAR END GRIEVANCES

In the event a grievance is filed at such time that it cannot be processed through all steps in the procedure by the end of the school year, the grievance steps shall be accelerated, if possible, or the time shall be extended by mutual consent.

3. LEVEL ONE – DIRECTOR OF BUILDINGS AND GROUNDS/
TRANSPORTATION COORDINATOR (AS APPLICABLE)

A member with a grievance shall discuss the same with the Director of Buildings and Grounds or Transportation Coordinator (as applicable) within fourteen working days of the occurrence of the grievance or within fourteen working days of the date when the grievant reasonably should have become aware of the grievance. The member may discuss the matter either directly or if the individual chooses through the Association's designated representative, with the objective of resolving the matter informally.

4. LEVEL TWO – SUPERINTENDENT

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Superintendent (with a copy to the Association) within fourteen working days of the conference specified in Level One.

5. LEVEL THREE – BOARD OF EDUCATION

If the employee is not satisfied with the action taken by the Superintendent, he shall notify, in writing and within ten days, the Secretary of the Board of Education. The Secretary of the Board of Education shall immediately notify the President of the Board of Education who shall arrange a hearing if the employee is not satisfied with the action. Said hearing to be held in executive session no later than the next regular Board meeting. If either party fails to act within the time limits prescribed, the grievance shall be waived or moved to the next step by the party not negligent.

6. LEVEL FOUR – ADVISORY ARBITRATION

If the aggrieved party is not satisfied with the disposition of his grievance at Level Three, or if no decision has been provided within fifteen (15) school days after the Board hearing, the aggrieved party may request that the Association submit the grievance to advisory arbitration. If submitted for arbitration, either party may request a list of arbitrators from the State Board of Mediation and the parties shall be bound by the rules and procedures of the State Board of Mediation in the selection of an arbitrator.

The arbitrator's decision shall be in writing and shall set forth his findings of fact and decision on the issues submitted. The arbitrator's decision shall be advisory only and he shall be without power or authority to make any decision contrary to, or inconsistent with, or modify or varying in any

way, the terms of the Agreement or of applicable laws, rules, and regulations. All costs for the arbitrator, including per diem expenses, shall be borne equally by the Association and the Board.

D. RIGHTS OF MEMBERS TO REPRESENTATION

1. MEMBER AND ASSOCIATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative he/she selects. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. REPRISALS

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

If, in the judgement of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing and shall commence at Level One.

2. WRITTEN DECISIONS

Decisions rendered after Level One shall be in writing, and shall set forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. MEETING AND HEARING

All meetings and hearing under this procedure shall be conducted in private.

ARTICLE XI

MISCELLANEOUS

A. SCHOOL CUSTODIANS AND MAINTENANCE/CUSTODIAL PERSONNEL:

1. Three set of uniforms, two pairs of safety shoes and one pair of waterproof winterized boots will be provided per custodial employee and four sets of uniforms, two pairs of safety shoes and one pair of waterproof winterized boots will be provided per custodial/maintenance employee per year. The Board will reimburse each employee up to a maximum of \$100 per pair of shoes. Employees shall purchase boots with a composite toe as long as the shoes meet the established regulations. Employees engaged in outside work (ex. snow removal, sewage plant, etc.) will be reimbursed for special work boots up to a maximum of \$100 per pair.
2. Coverall, rain gear, and boots will be purchased for district wide use at the discretion of the Director of Buildings and Grounds.
3. A two way communication system, as determined by the Board, will be made available.
4. The Board shall provide to the Association a room to accommodate employees for lunch periods and coffee breaks.
5. Employees working on the days school is closed due to inclement weather will earn a comp day. The employee will not be given a comp day for a specific snow day if a sick day, personal day, vacation day, bereavement day, or any other type of leave is taken. These comp days will be scheduled by request through the Director of Buildings and Grounds and taking the needs of the district into consideration. Each employee must use all accumulated comp time by October 31 of each year.
6. Any employee carrying a license (i.e., black seal, etc.) will be compensated at the rate of \$750.00 on or before December 15 of each year.
7. In the event of a lay-off or termination, the employee will be notified 30 days in advance.
8. Tenure will be granted to all employees hired prior to October 1, 2003. Employees hired after October 1, 2003 shall not be granted tenure.
9. No employee shall be reprimanded without just cause.
10. All new positions shall be posted and offered to existing employees prior to advertising for outside applicants.

11. Unit members with plumbing and/or electrical licenses shall be paid an annual stipend of \$1,000.00 per license per year of this contract.

B. BUS DRIVERS:

1. Any time personal expenses are incurred while driving from the District, they shall be reimbursed in full within two (2) weeks of submitting receipts for those expenses to the Transportation Coordinator.
2. Drivers shall be reimbursed for expenses incurred renewing Commercial Drivers License only for the following: drug and alcohol testing and finger printing; no other expenses shall be reimbursed.
3. The Board shall pay for any required training. Bus drivers will be compensated for their time.
4. Any inconsistency or errors in the payment of wages shall be corrected at the next regular pay period.
5. No employee shall be reprimanded or terminated without just cause.
6. A two-way communication system, as determined by the Board, shall be made available to all drivers. An emergency procedure shall be provided for each driver, which will include a local phone number for after hours.
7. The Board shall provide the Association with a room to accommodate employees for lunch periods and coffee breaks.
8. Social security numbers shall not be required on time sheets. Any document containing a driver's social security number shall be shredded.

ARTICLE XII

SALARIES AND BENEFITS

A. School Custodians and Maintenance/Custodial Employees:

1. An annual salary for the purpose of hiring new employees shall be determined by the Board.

CUSTODIAL SALARY GUIDE

<u>LEVEL</u>	2007/08	2008/09	2009/10
1	25,642	26,231	27,009
2	26,269	26,858	27,636
3	27,049	27,638	28,416
4	27,521	28,110	28,888
5	27,995	28,584	29,362
6	28,972	29,561	30,339
7	29,949	30,538	31,316
8	30,926	31,515	32,293
9	31,903	32,492	33,270
10	32,880	33,469	34,247
11	33,857	34,446	35,224
12	34,834	35,423	36,201
13	35,754	36,343	37,121
14	37,295	37,884	38,662
15	38,696	39,285	40,063
16	40,090	40,679	41,457
17	41,089	41,678	42,456
18	41,896	42,485	43,263
19	42,704	43,293	44,071

Lead Night Custodian: \$1,000

Night Shift Differential: 3rd shift after 60 days employment is \$0.30.

2nd shift after 60 days employment is \$.25 per hour.

MAINTENANCE/CUSTODIAL SALARY GUIDE

<u>LEVEL</u>	2007/08	2008/09	2009/10
1	26,817	27,406	28,184
2	27,758	28,347	29,125
3	28,698	29,287	30,065
4	29,638	30,227	31,005
5	30,421	31,010	31,788
6	31,260	31,849	32,627
7	32,083	32,672	33,450
8	32,997	33,586	34,364
9	33,974	34,563	35,341
10	34,947	35,536	36,314
11	35,992	36,581	37,359
12	36,421	37,010	37,788
13	37,390	37,979	38,757
14	38,435	39,024	39,802
15	39,601	40,190	40,968
16	40,835	41,424	42,202
17	41,880	42,469	43,247

2. The Board reserves the right to move an employee on the guide at its discretion.
 - a. All support staff will advance one level each year for the duration of this Agreement.
 - b. Any employee with 10 continuous completed years of service in this district will have \$1,000 added to their base salary.

B. Bus Drivers:

1. An annual salary for the purpose of hiring new employees shall be determined by the Board.
2. Bus drivers shall receive an annual safety stipend of \$200 for having no accidents or tickets while driving on behalf of the Board.
3. Bus drivers that are required to do an out of state trip shall be exempt from the loss of \$200 "No Accident Bonus" only for trips to New York City and Westchester County.

4. Bus drivers shall receive an attendance stipend of \$200 for using less than six (6) sick days per fiscal year (July 1st through June 30th).
5. Bus drivers shall receive a recruitment stipend of \$100 for each new bus driver referred that works at least three (3) months.
6. All bus drivers shall receive a salary increase of 4% per year on their base salary.
7. Commencing in the 2009/2010 school year, bus drivers shall be compensated at the rate of two (2) hours per run for the "early" late run ("Late Run A") and the "late" late run ("Late Run B").

ARTICLE XIII

ASSOCIATION PAYROLL DEDUCTIONS

- A. Association Payroll Dues Deduction
1. The Board agrees to deduct from the salaries of its employees, dues for the Association as said employees individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1969 (NJSA 52:14 – 15.9e) and under rules established by the State. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
 2. The Association will certify to the Board in writing, the current rate of its membership dues and that any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date.
 3. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.
- B. The filing of a notice of an employee's withdrawal shall be prior to June 1 and become effective to halt deduction as of September 1 next, succeeding the date on which of withdrawal is filed.

ARTICLE XIV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of State of New Jersey, the Board undertakes and agrees that it shall not directly, or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, public Laws 1975, or other laws of New Jersey and the United States; that shall not discriminate against any employees with respect to hours, wages, or any terms and conditions of employment by reason of his membership in the Association and its affiliates, his participation under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be constructed to deny or restrict to an employee such rights as he may have under New Jersey School Laws or other applicable laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any employee is formally required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative(s) of the Association present during such meeting or interview.
- D. No employee shall be prevented from wearing pins or other identification of membership in the Association.
- E. No employee shall be disciplined or reprimanded in the presence of students or fellow workers.

ARTICLE XV

EMPLOYEE EVALUATIONS/PERSONNEL RECORDS

- A. EMPLOYEE EVALUATIONS (School Custodians And Maintenance/Custodial Only)
1. Frequency – Employees shall be evaluated prior to April 30 by their immediate supervisor at least once in each school year; to be followed in each instance by written evaluation report and by a conference between the employee and his/her immediate supervisor.
 2. All monitoring or observation of work performance of an employee shall be conducted openly and with full knowledge of the employee.
 3. An employee shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- B. PERSONNEL RECORDS (All Employees)
1. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his expense of any documents contained therein. An employee shall be entitled to have a representative(s) of the Association accompany him during such review.
 2. The employee shall have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
 3. The Board shall not establish any separate personnel file, which is not available for the employee's inspection. The Board shall preserve the right to keep the confidentiality from the employee of personal references, academic credentials and other similar documents.
 4. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy of the letter prior to its placement and the employee shall have the right to attach a response.
 5. Bus Drivers – Any warning dated more than three years previous shall be removed from the employee's personnel file.

ARTICLE XVI

PROTECTION OF EMPLOYEES

A. The employees hereunder shall be entitled to all the rights and privileges accruing them pursuant to the following New Jersey Statutes:

1. 18A:16-6 Indemnity of officers and employees against civil actions

"Whenever any civil action has been or shall be brought against any person holding office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for maintain appropriate insurance to cover all such damages, losses, and expenses."

2. 18A:16-61.1 Indemnity of offices and employees in certain actions

"Should any criminal action be instituted against any such person for such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, The Board of Education shall reimburse him the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals."

3. 18A:30-2.1 Payment of sick leave for service connected disability

"Whenever any employee, entitled to sick leave under this chapter, is absent form his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment shall pay to such employee the full salary or wages for the period of such absence up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payment provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary benefit under Chapter 15 of Title 34, Labor and Worker Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee, pursuant to this section shall be reduced by the amount of any workers compensation award made for temporary disability."

ARTICLE XVII

NON-DISCRIMINATION

Neither the Board nor the Association will discriminate against any employee because of race, age, creed, color, sex, or national origin, nor because of membership or non-membership in any church, society or fraternity.

ARTICLE XVIII

MANAGEMENT RIGHTS

- A. Except as expressly modified, altered or amended by the within Agreement, the Board shall not be limited in the exercise of the statutory management functions. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the United States, including but without limitation the following rights, privileges and functions:
1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees related to their employment.
 2. The right to hire all employees subject to the provisions of law to determine their qualifications, initial rate of pay and the conditions of their continued employment, or their dismissal or demotion; to promote and transfer all such employees without constituting a violation of this Agreement.
 3. The right to assign duties and responsibilities to personnel; the right to hire part-time employees and/or students to do and perform work on a scheduled basis without it constituting a violation of this Agreement.
 4. To reserve the right to deny employee, covered by the terms of this Agreement, any of all salary increments or adjustments in rate range if such action is for performance and not for discipline.
 5. To place any new employee on an appropriate experience level to be determined by the Board dependent on the experience, background and ability of said employee.
- B. The exercise of foregoing powers, rights, authority, duties and responsibilities by Board, the adoption of polices, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in compliance with the laws of the State of New Jersey, the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A of the Laws of the States of New Jersey of any other State laws or regulations as they pertain to education.

ARTICLE XIX

DISCHARGE AND DISCIPLINE **(SCHOOL CUSTODIANS AND MAINTENANCE/ CUSTODIAL PERSONNEL ONLY)**

- A. Employees that are shown on the annexed list have statutory tenure or are tenure eligible.
- B. All other employees do not have statutory tenure and are probationary for a period of six (6) months from their date of hire.
- C. All new employees hired after October 1, 2003 and all employees without statutory tenure shall be hired with fixed term annual contracts.
- D. Probationary employees may not be offered renewal of their term contract, at the discretion of the Board, and this action shall not be grievable under the terms of this Agreement.
- E. All disciplinary actions other than those set forth above shall be subject to grievance procedure. Any actions taken by the Board for employee performance and not for discipline shall not be subject to the grievance procedure.

ARTICLE XX

NO STRIKE OR LOCKOUT

The Board of Education agrees that it will not lock out its employees and the Association agrees that it will not call, conduct or sanction a strike, slow down or work stoppage during the life of this Agreement.

ARTICLE XXI

INSURANCE PROTECTION

A. SCHOOL CUSTODIANS AND MAINTENANCE/CUSTODIAL:

1. The Board shall provide at its expense for all employees who shall be employed under a contract dated September 1 of each year or before:

Health Insurance:

- a. All bargaining unit members shall receive employee and dependent coverage for medical, prescription and dental, paid by the Board. The insurance carrier for medical and prescription will be the School Employees Health Benefits Program (SEHBP) effective as soon as practicable after ratification of this agreement. If the Board changes insurance carriers in the future, the level of benefits must be equal to those provided under the then-current SEHBP.
 - b. All employees shall have the option of opting-out of (1) family coverage; (2) adult/adult or parent/child coverage; or (3) single coverage for a stipend of \$5,000, \$3,500 or \$1,750, respectively, provided the employee's spouse/significant other has coverage or there is double coverage from the district.
2. The Board shall allow an employee who so requested it, who has exhausted his/her sick leave or taken an unpaid extended leave of absence to continue all fringe benefits as set forth in the Article, including family coverage as a member of the group, provided that the employee remits full cost of premium to the Board, in advance, for forwarding to the appropriate company. This provision shall only be applicable given such an option is permissive under the master policy of provided benefit.

B. Bus Drivers:

1. Health Insurance:

- a. Effective July 1, 2009, all bus-drivers shall receive employer-paid coverage for medical, prescription and dental. The insurance carrier for medical and prescription will be the School Employees Health Benefits Program (SEHBP). The change in health benefits includes single coverage PPO only for all bus drivers (they have statutory right under SEHBP to "buy up" for dependent coverage). If the Board changes insurance carriers-in the future, the level of benefits must be equal to those provided under the then-current SEHBP. Bus drivers Edith Krause and Richard Derbyshire have been grandfathered to

continue in the level of coverage currently enjoyed (i.e., employee/dependent).

- b. All employees shall have the option of opting-out of single coverage for a stipend of \$1,750 provided the employee has other coverage.
2. The Board shall allow an employee who so requested it, who has exhausted his/her sick leave or taken an unpaid extended leave of absence to continue all fringe benefits as set forth in the Article provided that the employee remits full cost of premium to the Board, in advance, for forwarding to the appropriate company. This provision shall only be applicable given such an option is permissive under the master policy of provided benefit.

ARTICLE XXII

TERMS OF AGREEMENT

- A. This Agreement shall be effective **July 1, 2007 to June 30, 2010**.
- B. Agreement on Reproduction of Contract – This shall be presented to all employees now employed, hereafter employed or considered for employment by the Board. A minimum of twenty (20) copies shall be made for use by the parties.
- C. Separability – If any provisions of this Agreement or any application of this Agreement to any employees 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 the law, but all other provisions or applications shall continue in full force and effect.
- D. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by ordinary mail. The Board shall be addressed in care of the Board's Secretary, Administration Building, 105 North Church Road, Sparta, New Jersey 07871. The Association shall be addressed to an address to be provided to the Board's Secretary and Superintendent at the beginning of each school year. Said address may be given by the giving of proper notice. If no change has been given, the previous address will be used.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Technical Support Association has caused this agreement to be signed by its Chief Negotiator, after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by said Board on the 23rd day of April 2009. This Agreement has been executed in duplicate; one copy to be retained by the Board, and one copy to be retained by the Association; such duplicate original copy being permanently bound.

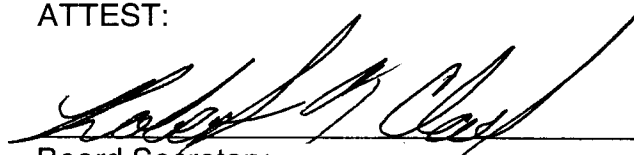
BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOL IN THE
COUNTY OF SUSSEX


President

SUSSEX COUNTY TECHNICAL
SUPPORT ASSOCIATION


President

ATTEST:


Board Secretary