

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
BRICK TOWNSHIP BOARD OF EDUCATION  
AND  
TRANSPORT WORKERS UNION OF AMERICA LOCAL 220**

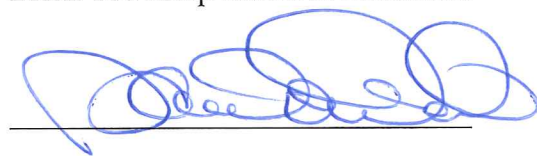
This Memorandum of Agreement (MOA) is entered by and between the  
**Brick Township Board of Education and Transport Workers Union of America Local 220.**

The members of the bargaining teams agree to unanimously recommend this MOA for approval by their respective members.

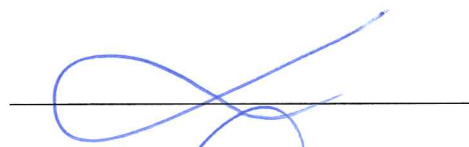
All provisions of the 2019-2022 agreement shall continue without change into the 2022-2026 agreement except as set forth in #2 TWU (Board Counter), #3 Board (TWU Counter), #4 Board, #5 Board, #6 TWU, #7 Board, #8 Board #8 TWU, #9 Board, #9 TWU, #10 TWU, #12 TWU (Board Counter), #13 TWU, #15 TWU, #16 TWU, #17 TWU (Board Counter) #18 TWU (Board Counter), #19 TWU, #20 TWU (Board Counter), #21 TWU (Board Counter), #22 TWU (Board Counter) and #27 TWU.

And signed by the Chief Negotiators on      May 10, 2022

Brick Township Board of Education

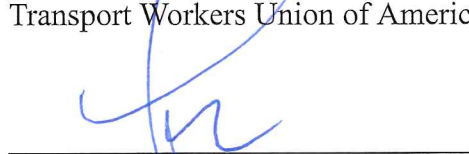
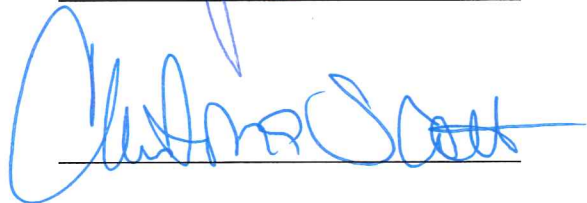


Stephanie Wohlrab  
Negotiations Chairperson



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

Transport Workers Union of America Local 220

Lisa Marks  
Negotiations Chairperson

Christina Scott  
President

**Brick Township Board of Education  
And  
Transport Workers Union**

**Proposal**

**#2 TWU (Board Counter)**

**ARTICLE/LOCATION Article IX Employee Benefits A.6.b**

**PAGE OF EXISTING CONTRACT 21**

**CURRENT LANGUAGE**

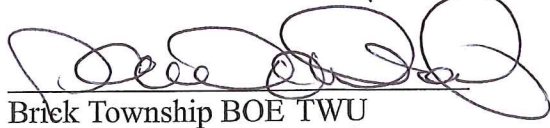
b.) Upon the permanent separation from employment of any employee who has been covered under the Board's health-care plans, any payments which had been provided on the employee's behalf by the Board shall cease immediately following the employee's last day on the payroll. The coverage shall also immediately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

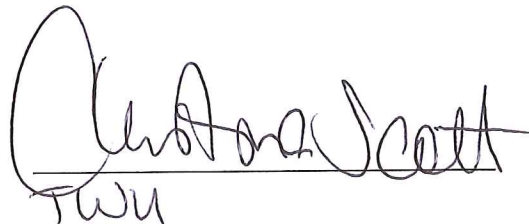
**PROPOSED LANGUAGE**

b.) Upon the permanent separation from employment , **excluding death**, of any employee who has been covered under the Board's health-care plans, any payments which had been provided on the employee's behalf by the Board shall cease immediately following the employee's last day on the payroll. The coverage shall also immediately be terminated unless the employee has arranged prior thereto for its continuation, consistent with his/her rights, if any, under the law. **In the event of a current employees death said employees dependents covered by the Board at the time of death shall be able to maintain coverage for forty five days from the date of death at no cost to the dependents.**

Tentative Okay: \_\_\_\_\_

4/4/22

  
\_\_\_\_\_  
Brick Township BOE TWU

  
\_\_\_\_\_  
TWU

Brick Township Board of Education  
And  
Transport Workers Union

Proposal

# 3 TWU COUNTER

Article/Location

Article VI E 4

Page of Existing Contract

10

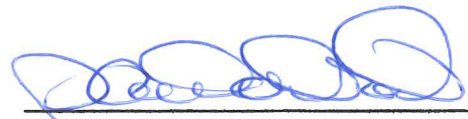
Current Language: If the overtime opportunity is canceled and subsequently rescheduled the Bus Driver who accepted the original overtime opportunity shall be offered the overtime opportunity prior to any other bus driver.

Proposed Language: If the overtime opportunity is canceled ~~and subsequently rescheduled~~ the Bus Driver who accepted the original overtime opportunity shall be offered the ~~next~~ overtime opportunity prior to any other bus driver.

Tentative Okay Date: 5/10/22



TWU



Brick Township BOE

**Brick Township Board of Education  
And  
Transport Workers Union**

**BOARD PROPOSAL # 4**

**ARTICLE/LOCATION Article VI, E3**

**PAGE OF EXISTING CONTRACT 10**

**CURRENT LANGUAGE**

Overtime must be accepted or declined when offered. If the Bus Driver declines the overtime opportunity they shall move to the bottom of the list and not be given another overtime opportunity until they are reached again in the normal seniority rotation. If a Bus Driver is called for an overtime opportunity and the Bus Driver cannot take the overtime opportunity due to a scheduled regular run, then the Bus Driver shall be offered the next available overtime opportunity.

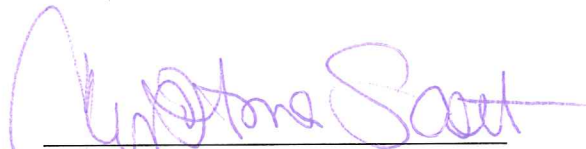
**PROPOSED LANGUAGE**

~~Overtime must be accepted or declined when offered.~~ Overtime will be posted prior to the assignment. Employees are asked to sign up for overtime assignments that they are available to cover. Assignments will then be given out in seniority order per the employees. Emergency assignments (opportunity that becomes available within less than 24 hours of the assignment) must be accepted or declined when contacted and if not answered when contacted will be considered declined. If the Bus Driver declines the overtime opportunity they shall move to the bottom of the list and not be given another overtime opportunity until they are reached again in the normal seniority rotation, except in the case of emergency opportunity declines. If a Bus Driver is called for an overtime opportunity and the Bus Driver cannot take the overtime opportunity due to a scheduled regular run, then the Bus Driver shall be offered the next available overtime opportunity.

Tentative Okay: 3/7/22



Brick Township BOE

  
TWU

**Brick Township Board of Education  
And  
Transport Workers Union**

**BOARD PROPOSAL # 5**

**ARTICLE/LOCATION: Article VI, H2**

**PAGE OF EXISTING CONTRACT: 10**

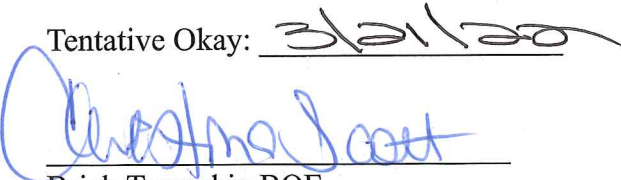
**CURRENT LANGUAGE**

2. Bus Drivers & Attendants:
  - a. School Bus Drivers & Attendants 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.
  - b. School Bus Drivers & Attendants reporting for Extra Curricular School Activity assignments that are canceled shall receive a minimum guarantee of three (3) hours at the applicable rate of pay.

**PROPOSED LANGUAGE**

2. Bus Drivers & Attendants:
  - a. School Bus Drivers & Attendants 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.
  - b. School Bus Drivers & Attendants reporting for Extra Curricular School Activity assignments that are canceled shall receive a minimum guarantee of three (3) hours at the applicable rate of pay.
  - c. **In district class trips will not exceed two (2) hours paid overtime unless prior authorization is granted by a supervisor.**

Tentative Okay: 3/21/20

  
\_\_\_\_\_  
Brick Township BOE

  
\_\_\_\_\_  
TWU

Brick Township Board of Education

And

Transport Workers Union

Proposal

# 6 TWU

Article/Location

Article V Holiday A.

Page of Existing Contract

6

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

15 days for 10 month personnel

16 days for 12 month Custodial, Maintenance, Mechanics and Grounds

26 days for 12 month Clerical

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

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

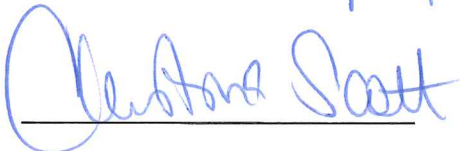
15 days for 10 month personnel

16 days for 12 month Custodial, Maintenance, Mechanics and Grounds

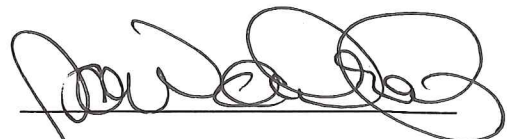
27 days for 12 month Clerical **\*unless additional days off are granted in accordance with the District Calendar it will apply to clerical staff as well.**

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

Tentative Okay Date: 3/21/22



TWU



Brick Township BOE

**Brick Township Board of Education  
And  
Transport Workers Union**

**BOARD PROPOSAL # 7**

**ARTICLE/LOCATION: Article VII, A5**

**PAGE OF EXISTING CONTRACT: 14**

**CURRENT LANGUAGE**

An employee who shall be absent on sick leave for four (4) or more consecutive days shall be required to submit a physician's certificate substantiating an 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.

**PROPOSED LANGUAGE**

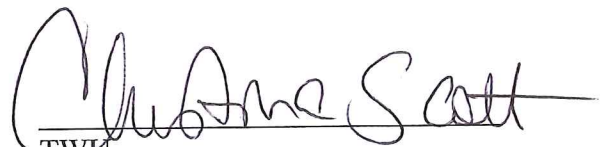
~~An employee who shall be absent on sick leave for four (4) or more consecutive days shall be required to submit a physician's certificate substantiating an illness. An employee may be required as a condition of return from illness to have a medical examination by a physician designated by the Board at the expense of the Board.~~

When absence on sick leave is three (3) or more successive school days, a physician's certificate covering the period of absence shall be required to be filed in the Office of the Board Secretary. A doctor's certificate for absence on individual days may be requested at the discretion of the Superintendent, pursuant to NJSA 18A:30-4.

or Designee. 300 4/4/02  
60 4/4/02

Tentative Okay: 4/4/02

  
Brick Township BOE

  
TWU

**Brick Township Board of Education  
And  
Transport Workers Union**

**BOARD PROPOSAL # 8**

**ARTICLE/LOCATION: Article XVI**

**PAGE OF EXISTING CONTRACT: 31**


**CURRENT LANGUAGE**

None

**PROPOSED LANGUAGE**

**N.4. The Board will pay additional compensation to Bus Drivers with an air brake CDL \$500 per year.**

Tentative Okay: 3/21/02

  
\_\_\_\_\_  
Brick Township BOE

  
\_\_\_\_\_  
TWU



Brick Township Board of Education

And

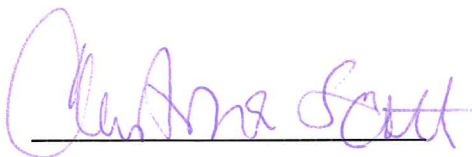
Transport Workers Union

Proposal # 8 TWU  
Article/Location Article VI Work Year, Day, Week Overtime  
Page of Existing Contract 7

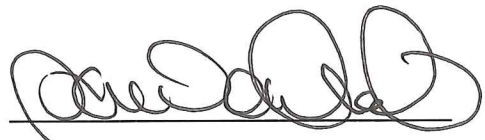
Current Language: B. v. All 12 month Clerical employees shall work the hours as indicated above. No alternate shifts will be made available, unless approved by the Business Administrator.

Proposed Language: B. v. All 12 month Clerical employees shall work the hours as indicated above. No alternate shifts will be made available, unless approved by the Business Administrator or Building Principal.

Tentative Okay Date: 3/7/22



TWU



Brick Township BOE

*Superintendent or Designee (S) 3/7/22  
DO 4/4/22*

**Brick Township Board of Education  
And  
Transport Workers Union**

**BOARD PROPOSAL           #9**

**ARTICLE/LOCATION         V.A., IV.B., VI.D., & XVI**

**PAGE OF EXISTING CONTRACT   6, 3, 9, 29, 30 & 31**

**CURRENT LANGUAGE**

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

**15 days for 10-month personnel**

**16 days for 12-month Custodial, Maintenance, Mechanics and Grounds**

**26 days for 12-month Clerical**

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

**IV. B. Permanent full time ten month employees:**

**Ten Month Employees receive twelve vacation days as paid time off when school is not in session (210 days less 12 vacation days less 15 holidays equals 183 working days.) (Civil Service Commission regulations provide for vacations for part time employees).**

**VI. D. Overtime: Overtime shall be calculated as indicated in Article VI.B. The overtime per diem rate for employees hired prior to ratification of this contract (May 6, 2010) shall be calculated at 1/237 for twelve month employees and 1/197 for ten month employees. The overtime per diem rate for employees hired after ratification of this contract shall be calculated at 1/260 for twelve month employees and 1/210 for ten month employees.**

**V. D. Cafeteria employees hired on or after May 6, 2010 will only receive five (5) paid holidays and, therefore, the annual salary calculation to be utilized will be as follows:**

**Hours worked per day x Hourly rate x 200 Days.**

**XVI  
Salaries**

**A. 2019-2020: The salary base cost for the 2018-2019 school year will generate a 2.5% increase in the 2019-2020 school year on wages only.**

**B. 2020-2021: The base salary cost for the 2019-2020 school year will generate a 2.5% increase in the 2020-2021 school year on wages only.**

**C. 2021-2022: The base salary cost for the 2020-2021 school year will generate a 2.50% increase in the 2021-20222 school year on wages only.**

**D. Note: All increases are considered “across the board” wage increases on the employees’ salaries.**

**G. Head Custodians will receive an additional compensation to be included in their base salary in accordance with the following schedule:**

<b>Brick Township High School - Head</b>	<b>2982</b>
<b>Night Head Custodian (BHS)</b>	<b>1897</b>
<b>Brick Twp Memorial HS - Head</b>	<b>2982</b>
<b>Night Head Custodian (BMHS)</b>	<b>1897</b>
<b>Lake Riviera Middle School</b>	<b>2385</b>
<b>Veterans Memorial Middle Sch.</b>	<b>2385</b>
<b>Emma Havens Young School</b>	<b>1843</b>
<b>Veterans Elementary</b>	<b>1572</b>
<b>Drum Point School</b>	<b>1572</b>
<b>Lanes Mill School</b>	<b>1572</b>
<b>Midstreams School</b>	<b>1572</b>
<b>Herbertsville School</b>	<b>1301</b>
<b>Osbornville School</b>	<b>1301</b>
<b>Warren H. Wolf School</b>	<b>1301</b>
<b>Central Administration</b>	<b>1301</b>

**I. The summer rate for Transportation employees shall be as follows:**

<b>Drivers</b>	<b>A minimum of \$17/hr</b>
<b>Attendants</b>	<b>A minimum of \$14/hr</b>

**J. The Board will pay Custodians and Custodial Workers who are holders of a Black-Seal License a stipend in the amount of Five Hundred Twenty Five (\$525.00) Dollars annually, prorated. The Board shall have the right to move the least senior Black Seal License Holder to cover any school when needed.**

**The Board will pay the current twelve (12) Maintenance and Grounds employees who are holders of a Black Seal License as of December 1, 2019 a stipend in the amount of Five Hundred Twenty Five (\$525) Dollars annually, prorated.**

**All custodial staff hired after September 1, 2000 will have one year from their hire 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 \$300.00 upon obtaining the license and submitting a copy to the supervisor. Custodial employees will be terminated from their position in the event they do not obtain the Black Seal Boiler Operators License within one year from their hire date. Custodial employees, regardless of hire date, who fail to maintain or renew their Black Seal Boiler Operators License will be terminated from their position.**

N. 1. The Board will pay the following additional compensation annually to the maximum number of employees who have obtained the required certificate/license as follows:

(1) Plumbing License Holder	\$1,500.00
(6) Asbestos Removal Certificate Holder	\$1,250.00
(3) Pesticide Certificate Holder	\$1,000.00
(3) Air conditioning Certificate Holder	\$1,250.00
(1) Electrician License Holder	\$2,000.00
(2) Mechanic ASE Certificate Holder	\$1,000.00

2. The Board will pay additional compensation to Bus Attendants who are EMT Certified \$500.00 per year.

3. The Board will pay additional compensation to the Lead Grounds employee at the following locations:

BMHS	\$1000.00
BTHS	\$1000.00
LRMS	\$ 750.00
VMMS	\$ 750.00

#### PROPOSED LANGUAGE

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

~~15~~ 5 days for 10-month personnel

16 days for 12-month Custodial, Maintenance, Mechanics and Grounds

~~26~~ 27 days for 12-month Clerical

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

IV. B. Permanent full time ten month employees:

Ten Month Employees receive twelve vacation days as paid time off when school is not in session (~~210~~ 200 days less 12 vacation days less ~~15~~ 5 holidays equals 183 working days.) (Civil Service Commission regulations provide for vacations for part time employees).

IV. D. Overtime: Overtime shall be calculated as indicated in Article VI.B. ~~The overtime per diem rate for employees hired prior to ratification of this contract (May 6, 2010) shall be calculated at 1/237 for twelve month employees and 1/197 for ten month employees.~~ The overtime per diem rate for all employees hired after ratification of this contract shall be calculated at 1/260 for twelve month employees and ~~1/210~~ 1/200 for ten month employees.

~~V. D. Cafeteria employees hired on or after May 6, 2010 will only receive five (5) paid holidays and, therefore, the annual salary calculation to be utilized will be as follows:~~

~~Hours worked per day x Hourly rate x 200 Days.~~

XVI  
Salaries

A. ~~2019-2020: The salary base cost for the 2018-2019 school year will generate a 2.5% increase in the 2019-2020 school year on wages only.~~ **2022-2023: All members of the TWU employed by the Board as of July 1, 2022 will have their base hourly rate brought to the minimum hourly rate as identified on the Classification Schedule/Entry level guide for the 2022-2023 school year. In addition, each employee will receive a one time service credit of \$20 per year of service, prorated, in the 2022-2023 school year, which shall become part of said employees base salary. Each employee will receive a minimum increase of \$400 over their 2021-2022 base salary.**

B. ~~2020-2021: The base salary cost for the 2019-2020 school year will generate a 2.5% increase in the 2020-2021 school year on wages only.~~ **The base salary cost for the 2022-2023 school year will generate a 7.0% increase in the 2023-2024 school year on all employees' base salaries. In addition, each employee will receive a one time service credit of \$25 per year of service, prorated, in the 2023-2024 school year, which shall become part of said employees base salary.**

C. ~~2021-2022: The base salary cost for the 2020-2021 school year will generate a 2.50% increase in the 2021-20222 school year on wages only.~~ **The base salary cost for the 2023-2024 school year will generate a 7.5% increase in the 2024-2025 school year on all employees' base salaries.**

D. **The base salary cost for the 2024-2025 school year will generate a 6.0% increase in the 2025-2026 school year on all employees' base salaries.**

D. ~~Note: All increases are considered "across the board" wage increases on the employees' salaries.~~

G. ~~Head Custodians will receive an additional compensation to be included in~~ **added to** their base salary in accordance with the following schedule:

	<b>2022/2023</b>	<b>2023/2024</b>	<b>2024/2026</b>
Brick Township High School - Head	\$2,982	\$2,982	\$3,200
Night Head Custodian (BHS)	\$1,897	\$1,897	\$2,150
Brick Twp Memorial HS - Head	\$2,982	\$2,982	\$3,200
Night Head Custodian (BMHS)	\$1,897	\$1,897	\$2,150
Lake Riviera Middle School	\$2,385	\$2,385	\$2,600
<b>Night Head Custodian (LRMS)</b>	<b>\$786</b>	<b>\$786</b>	<b>\$1,572</b>
Veterans Memorial Middle Sch.	\$2,385	\$2,385	\$2,600
<b>Night Head Custodian (VMMS)</b>	<b>\$786</b>	<b>\$786</b>	<b>\$1,572</b>
Emma Havens Young School	\$1,843	\$1,843	\$2,050
Veterans Elementary	\$1,572	\$1,572	\$2,050
Drum Point School	\$1,572	\$1,572	\$2,050
Lanes Mill School	\$1,572	\$1,572	\$2,050
Midstreams School	\$1,572	\$1,572	\$2,050
Herbertsville School	\$1,301	\$1,301	\$1,500
Osbornville School	\$1,301	\$1,301	\$1,500
Warren H. Wolf School	\$1,301	\$1,301	\$1,500

Central Administration \$1,301 \$1,301 \$1,500

I. The summer rate for Transportation employees shall be as follows:

Drivers A minimum of \$17/hr  
 Attendants A minimum of ~~\$14/hr~~ \$15/hr

J. The Board will pay Custodians and Custodial Workers who are holders of a Black-Seal License a stipend in the amount of Five Hundred Twenty Five (\$525.00) dollars for the 2022-2023 school year & 2023-2024 school year and seven hundred fifty (\$750) for the 2024-2025 & 2025-2026 school year ~~Dollars annually~~, prorated. The Board shall have the right to move the least senior Black Seal License Holder to cover any school when needed.

The Board will pay the current ~~ten (10) twelve (12)~~ Maintenance ~~and Grounds~~ employees who are holders of a Black Seal License as of December 1, 2019 a stipend in the amount of Five Hundred Twenty Five (\$525) ~~Dollars~~ dollars annually, prorated for the 2022-2023 school year & 2023-2024 school year and seven hundred fifty (\$750) for the 2024-2025 & 2025-2026 school year

All custodial staff hired after September 1, 2000 will have one year from their hire 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 \$300.00 upon obtaining the license and submitting a copy to the supervisor. Custodial employees will be terminated from their position in the event they do not obtain the Black Seal Boiler Operators License within one year from their hire date. Custodial employees, regardless of hire date, who fail to maintain or renew their Black Seal Boiler Operators License will be terminated from their position.

N. 1. The Board will pay the following additional compensation annually to the maximum number of employees who have obtained the required certificate/license as follows:

	2022/2023	2023/2024	2024-2026
(1) Plumbing License Holder	\$1,500.00	\$1,500.00	\$1,500.00
(6) Asbestos Removal Certificate Holder	\$1,250.00	\$1,250.00	\$1,500.00
(3) Pesticide Certificate Holder	\$1,000.00	\$1,000.00	\$1,000.00
(3) Air conditioning Certificate Holder	\$1,250.00	\$1,250.00	\$1,500.00
(1) Electrician License Holder	\$2,000.00	\$2,000.00	\$2,000.00
(2) Mechanic ASE Certificate Holder	\$1,000.00	\$1,000.00	\$1,000.00

2. The Board will pay additional compensation to Bus Attendants who are EMT Certified \$500.00 per year.

3. The Board will pay additional compensation to the Lead Grounds employee at the following locations:

*Insert/ed/ change*

	2022/2023	2023/2024	2024/2026
BMHS <i>1250</i>	<del>\$1,000.00</del> <i>1250</i>	<del>\$1,000.00</del>	\$1,250.00
BTHS <i>1250</i>	<del>\$1,000.00</del> <i>1250</i>	<del>\$1,000.00</del>	\$1,250.00
LRMS	\$ 750.00	\$ 750.00	\$1,000.00
VMMS	\$ 750.00	\$ 750.00	\$1,000.00


*1500 (2) 4/13/22*  
*1500 (2) 4/14/22*

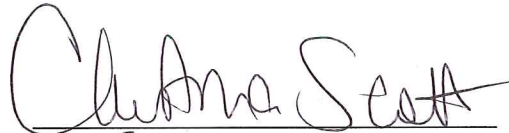
4. The Board will pay additional compensation to each Head Bus Drivers in the amount of one thousand two hundred fifty dollars (\$1,250) in the 2024/2025 and 2025/2026 school years.

**5. The Board will pay additional compensation to the Bus Driver Trainer and the Bus Aide Trainer in the amount of five hundred (\$500) in the 2022/2023 and 2023/2024 school years, prorated, and seven hundred fifty (\$750) in the 2024/2025 & 2025/2026 school years, prorated..**

**Q. The Board will provide each Transportation garage mechanic five hundred dollars (\$500) per year for a tool allowance.**

Tentative Okay: 4/13/20

  
Brick Township BOE TWU

  
TWU

Brick Township Board of Education

And

Transport Workers Union

Proposal

# 9 TWU

Article/Location

Article VII Leaves of Absence B. Personal Days

Page of Existing Contract

15

Current Language: Full time employees shall be granted up to three (3) personal days leave per year for personal business. Unused Personal days may be accumulated, without limitation, for conversion to sick days.

Personal days must be submitted with a minimum of 24 hours' notice to the immediate supervisor for approval by the immediate supervisor.

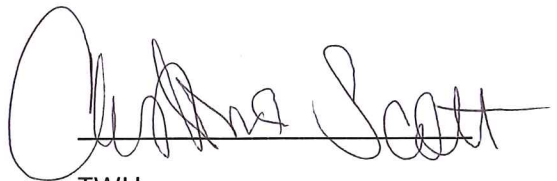
Proposed Language: Full time **12 month** employees shall be granted up to four (4) personal days per year for personal business. Full time **10 month** employees shall be granted three (3) personal days leave per year for personal business. Unused Personal days may be accumulated, without limitation, for conversion to sick days.

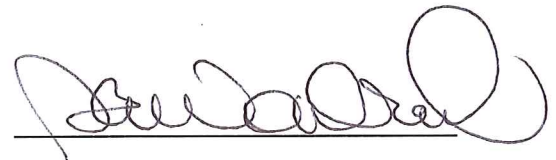
WIS  
4/13/22

Personal days must be submitted with a minimum of 24 hours' notice to the immediate supervisor for approval by the immediate supervisor. **In the case of an emergency less than 24 hours' notice may be given for approval by the immediate supervisor for an emergency personal day.**

OK  
4/13/22

Tentative Okay Date: 4/13/22

  
TWU

  
Brick Township BOE



Brick Township Board of Education

And

Transport Workers Union

Proposal

# 10 TWU

Article/Location

Article VI Work year, Day, Week & Overtime G

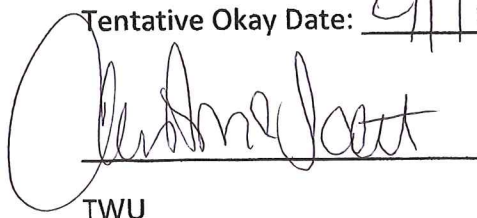
Page of Existing Contract

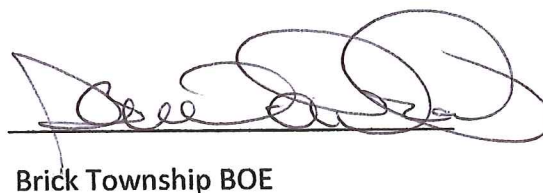
10

Current Language: G. The assignment of overtime work in each department (except bus drivers, which are covered in Article VI E) shall be on a rotation basis starting with the senior employee. Overtime for Custodians and Cafeteria workers shall be on a rotation by seniority according to the school assigned for which the overtime is needed. In addition, overtime will only be assigned to Cooks, Assistant Cooks, and Senior Food Service Workers, when the requirement for overtime is based on the need for kitchen equipment utilization. Custodial employees who have not obtained their required Black Seal Boiler License shall not be eligible for overtime, unless a worker who holds a black seal license will be present.

Proposed Language: G. The assignment of overtime work in **Mechanics, Grounds, Maintenance, Clerical**, department shall be on a rotation basis starting with the senior employee. Overtime for Custodians and Cafeteria workers shall be on a rotation by seniority according to the school assigned for which the overtime is needed. In addition, overtime will only be assigned to Cooks, Assistant Cooks, and Senior Food Service Workers, when the requirement for overtime is based on the need for kitchen equipment utilization. Custodial employees who have not obtained their required Black Seal Boiler License shall not be eligible for overtime, unless a worker who holds a black seal license will be present. **Transportation Drivers-see article VI E. Bus Aide overtime will be offered in seniority order of Bus Aides. Overtime shall be offered in seniority order from the senior person down in rotation beginning with the last person that took the overtime left off. The list will continue in rotation and not begin back at the top until the list is exhausted and cycles back to the top.**

Tentative Okay Date: 4/13/22

  
TWU

  
Brick Township BOE

**Brick Township Board of Education  
And  
Transport Workers Union**

**PROPOSAL:** TWU # 12 (Board Counter)

**ARTICLE/LOCATION:** Article VI, H4

**PAGE OF EXISTING CONTRACT:** 12

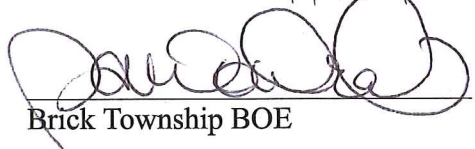
**CURRENT LANGUAGE:** None


**PROPOSED LANGUAGE:**

~~Head Custodians shall be called for Alarm Calls first. If unavailable, the Custodial Workers assigned to that location shall be called to respond in seniority order until someone can respond. If no Custodial Employee can respond, then the supervisor shall be contacted.~~ When an alarm call is triggered Central Monitoring will contact Building Custodian first, followed by a call list as created by the Director of Facilities.

Calls from Brick PD requesting representatives will be based on a separately provided call list; starting with the building custodian and continuing down the list based on custodial worker seniority within the building. This Call out time minimum guarantee of 2 hours pay.

Tentative Okay: 4/13/08

  
\_\_\_\_\_  
Brick Township BOE

  
\_\_\_\_\_  
TWU

Brick Township Board of Education

And

Transport Workers Union

Proposal

# 13 TWU

Article/Location

Article VI Work Year, Day/Week & Overtime H 5.

Page of Existing Contract

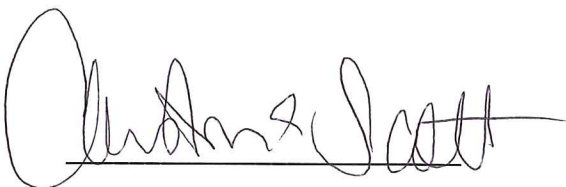
11

Current Language: When custodial staff will be off for two consecutive days from September 1<sup>st</sup> through June 30<sup>th</sup>, one custodial staff member per location shall be offered overtime to conduct a building check.

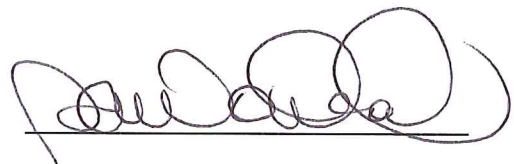
Proposed Language: When custodial staff will be off for two consecutive days from July 1<sup>st</sup> through June 30<sup>th</sup>, one custodial staff member per location shall be offered overtime to conduct a building check.

Tentative Okay Date:

4/13/02



TWU



Brick Township BOE

Brick Township Board of Education

And

Transport Workers Union

Proposal

# 15 TWU

Article/Location

Article VI Work year, Day, Week and Overtime 3d.

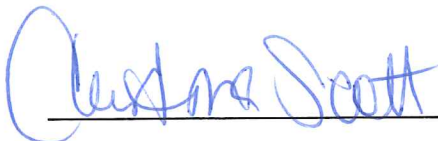
Page of Existing Contract

Current Language: (2) 8 hour Aid Floater positions

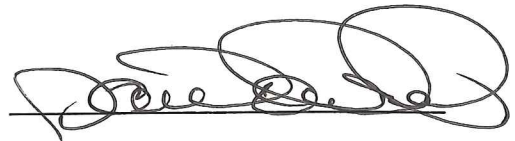
Proposed Language: If needed 8 hour Floater aid positions will be posted as such during picks for anyone to pick as a package. Floater aid will be utilized on any bus as needed.

Tentative Okay Date:

3/21/02



TWU



Brick Township BOE

Brick Township Board of Education

And

Transport Workers Union

Proposal

# 16 TWU

Article/Location

Page of Existing Contract

Current Language: Part time bus attendant language.

02/4/22  
Ego  
3/7/22  
will be eligible  
100%

Proposed Language: Part time bus attendants will be 4 hours. They shall be able to move up to 8 hours full time in seniority order as runs become available.

Tentative Okay Date: 3/7/22

Christina Scott

TWU

[Signature]

Brick Township BOE

**Brick Township Board of Education  
And  
Transport Workers Union**

**PROPOSAL:** TWU # 17 (Board Counter)

**ARTICLE/LOCATION:** Article XVII, 6

**PAGE OF EXISTING CONTRACT:** 32

**CURRENT LANGUAGE:** None

**PROPOSED LANGUAGE:**

~~All Facilities employees shall be issued 4 pairs of shorts as part of their uniform to be worn during the warmer weather. Breathable shirts can be added as an option for uniform section yearly. All staff members are role models for students, Uniforms provide the staff, students and public with the ability to properly identify facilities employees on the basis of uniforms. Uniforms also provide us with the appearance to be neat and orderly and bring respect to the position.~~

The facilities dress code is established to provide a safe and professional work environment.

All Employees should have Brick schools identifying clothing as their outermost layer. Examples of this would be all facilities issued T-Shirt or Button up during Summer months, Grounds/ Maintenance issued sweatshirt, hoodie or four season jacket during spring and fall months, and a uniform jacket issued during Winter. 13" relaxed fit work shorts will be made available on the uniform list for all facilities departments, but please keep in mind the strict criteria for wearing shorts.

- No Student population present, unless approved by the supervisor or building administrator
- No anticipated tasks / activities requiring the use of full leg coverage PPE
- Relegated to High Heat / Humidity index month(s)
- Exceptions as authorized by the superintendent or his designee.

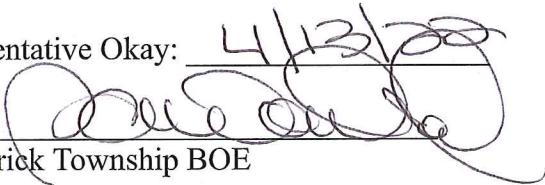
Substitutes and new hires whom have not yet been issued uniforms will abide by the following

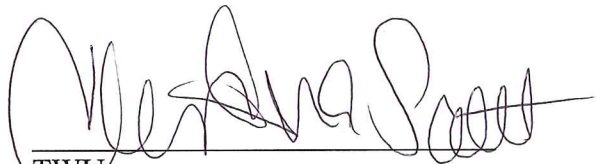
- No clothing shall be worn by staff members that constitutes a danger to the health and/or safety to himself/herself or others, and
- No clothing may be worn that distracts and/or disrupts the instructional program (e.g., mini-skirts, see-through clothing).

Allowable exceptions to the uniform code will be determined by the building principal or staff member's immediate supervisor with the approval of the Superintendent. Such exceptions may include attire such as non-facility issuance shorts, sweatpants, special event shirts or school related attire and would be worn in observance for special occasions such as, but not limited to, the following: • Picnics • Field days • Outdoor events • Nature walks • Parties • Graduations • Promotions •

If you are dressed contrary to the above-mentioned dress code, the principal and/or the staff member's supervisor shall determine whether a violation of the dress code has occurred and shall discuss, in private, the violation with the staff member. Where a single violation so warrants or violations reoccur, the principal or supervisor may enter a reprimand in the staff member's file. The employee shall be directed by the supervisor to change into appropriate attire. Should this change require leaving the work site, the employee shall sign/clock out/in and shall be docked accordingly. Upon the third letter of reprimand, the principal or immediate supervisor may recommend more stringent disciplinary action such as, but not limited to Insubordination

Tentative Okay:

4/13/09  
  
Brick Township BOE

  
TWU

**Brick Township Board of Education  
And  
Transport Workers Union**

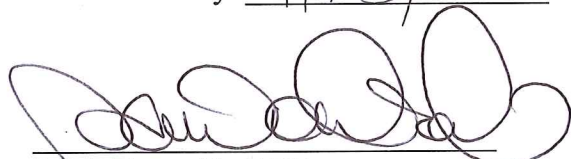
**PROPOSAL:** TWU # 18 (Board Counter)  
**ARTICLE/LOCATION:** Article XVIII Substitutes  
**PAGE OF EXISTING CONTRACT:** 33  
**CURRENT LANGUAGE:** None  
**PROPOSED LANGUAGE:**

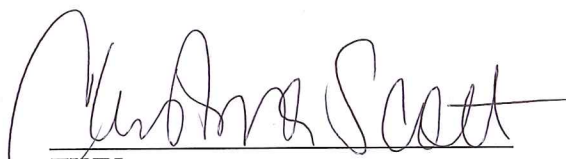
**F. In accordance with the New Jersey Earned Sick Leave law.**

Sick time accrues 1 hour for every 30 hours worked, up to a maximum of 40 hours of leave per benefit year. Benefit Year means any regular and consecutive 12-month period defined as July 1 through June 30.

**If the state of NJ modifies or appeals said law the BOE will mirror said action.**

Tentative Okay: 4/13/22

  
\_\_\_\_\_  
Brick Township BOE

  
\_\_\_\_\_  
TWU



Brick Township Board of Education

And

Transport Workers Union

Proposal

# 19 TWU

Article/Location

Article XVIII Substitutes

Page of Existing Contract

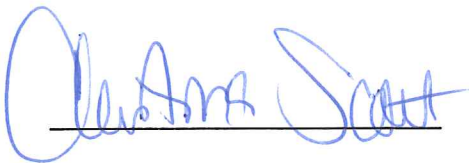
33

Current Language: B. The minimum shift is two (2) hours.

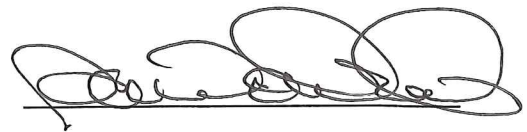
Proposed Language: B. The minimum shift is two (2) hours. The Maximum shift is (8) hours. Shifts 2 to 4 hours will include (1) 15-minute break, shifts 4.5 to 8 hours and above will include (2) 15- minute breaks.

Tentative Okay Date:

3/27/02



TWU



Brick Township BOE

**Brick Township Board of Education  
And  
Transport Workers Union**

**PROPOSAL #20 TWU (Board Counter)**

**ARTICLE/LOCATION Classification Schedule/Entry level guide**

**PAGE OF EXISTING CONTRACT 36-39**

**CURRENT LANGUAGE:**

**CLASSIFICATIONS SCHEDULE**

**BRICK SCHOOLS**

**ENTRY LEVEL GUIDE**

**A1**

**OCCUPATIONAL THERAPY ASSISTANT  
PHYSICAL THERAPY ASSISTANT  
PURCHASING EXPEDITOR  
PRINCIPAL DATA CONTROL CLERK**

**\$27,303**

**A2**

**CLERK STENOGRAPHER 3  
PRINCIPAL PAYROLL CLERK  
PRINCIPAL EMPLOYEE BENEFIT CLERK  
SENIOR DATA CONTROL CLERK  
KEYBOARDING CLERK 4=  
PRINCIPAL ACCOUNT CLERK  
PERSONNEL AIDE**

**\$25,367**

**A3**

**KEYBOARDING CLERK 3  
PRINCIPAL LIBRARY ASSISTANT (Typing)  
CLERK 3**

**\$24,024**

**A4**

**CLERK STENOGRAPHER 2  
SENIOR ACCOUNT CLERK  
SENIOR PERSONNEL CLERK  
SENIOR PAYROLL CLERK  
SENIOR PURCHASING AGENT**

**\$23,819**

**A5**

**PAYROLL CLERK** \$23,056  
**PURCHASING ASSISTANT**  
**KEYBOARDING CLERK 2**  
**PERSONNEL ASSISTANT**  
**CLERK 2**

A6

**KEYBOARDING CLERK 1** \$21,855  
**CLERK 1**  
**LIBRARY ASSISTANT**  
**ACCOUNT CLERK**

A7

**KEYBOARDING CLERK 2 (10 months)** \$20,506  
**ACCOUNT CLERK (Typing 10 months)**  
**SENIOR LIBRARY ASSISTANT (10 months)**

A8

**KEYBOARDING CLERK 1 (10 months)** \$19,757  
**LIBRARY ASSISTANT (10 months)**  
**CLERK 1 (10 months)**

B1

**SUPERVISING OMNIBUS OPERATOR** \$22,755

B2

**SCHOOL BUS DRIVER** \$21,441

B3

**BUS ATTENDANT** \$17,990

B4

**CHAUFFEUR (Courier)** \$20,886  
**MECHANIC DIESEL** \$42,000

B5

**SENIOR MECHANIC** \$28,089

B6

**MECHANIC** \$27,092

B7

<b>MECHANIC'S HELPER</b>		<b>\$23,213</b>
	<b>C1</b>	
<b>TRUCK DRIVER (CAFETERIA)</b>		<b>\$21,441</b>
	<b>C2</b>	
<b>SENIOR COOK</b>		<b>\$20,392</b>
	<b>C3</b>	
<b>COOK</b>		<b>\$19,595</b>
	<b>C4</b>	
<b>SENIOR FOOD SERVICE WORKER</b>		<b>\$18,182</b>
	<b>C5</b>	
<b>FOOD SERVICE WORKER (HOURLY)</b>		<b>\$9.50</b>
	<b>C6</b>	
<b>ASSISTANT COOK</b>		<b>\$18,634</b>
	<b>D1</b>	
<b>CUSTODIAN</b>		<b>\$24,312</b>
<b>SENIOR CUSTODIAL WORKER</b>		
<b>CLERK DRIVER/STOCK HANDLER</b>		
	<b>D2</b>	
<b>CUSTODIAL WORKER</b>		<b>\$23,558</b>
	<b>D3</b>	
<b>GROUNDSKEEPER</b>		<b>\$24,312</b>
	<b>D4</b>	
<b>SENIOR GROUNDS EMPLOYEES</b>		<b>\$26,898</b>
	<b>D5</b>	
<b>GROUNDS/MAINTENANCE</b>		<b>\$25,702</b>
	<b>E1</b>	
<b>SENIOR MAINTENANCE REPAIRER</b>		<b>\$28,089</b>

INVENTORY CONTROL  
HEAD CUSTODIAN (HIGH SCHOOL)

E2

MAINTENANCE REPAIRER

\$27,092

E3

ELECTRICAL LICENSE HOLDERS  
SUPERVISING ELECTRICIAN

\$45,000

\$56,000

E4

HVAC

\$30,000

F1

SUBSTITUTE GUIDE-Minimum wage law will prevail if higher

CAFETERIA WORKER

\$10.00

CLERICAL/SECRETARY

\$11.90

CUSTODIAL WORKERS

\$13.46

SCHOOL BUS ATTENDANT

\$11.98

SCHOOL BUS DRIVER

\$17.00

PROPOSED LANGUAGE:

CLASSIFICATIONS SCHEDULE

BRICK SCHOOLS

ENTRY LEVEL GUIDE

A1

OCCUPATIONAL THERAPY ASSISTANT  
PHYSICAL THERAPY ASSISTANT  
PURCHASING EXPEDITOR  
PRINCIPAL DATA CONTROL CLERK

~~\$27,303~~ \$20.00/hr

A2

CLERK STENOGRAPHER 3  
PRINCIPAL PAYROLL CLERK  
PRINCIPAL EMPLOYEE BENEFIT CLERK  
SENIOR DATA CONTROL CLERK  
KEYBOARDING CLERK 4  
PRINCIPAL ACCOUNT CLERK  
PERSONNEL AIDE

~~\$25,367~~ \$19.50/hr

A3

KEYBOARDING CLERK 3  
PRINCIPAL LIBRARY ASSISTANT (Typing)  
CLERK 3

~~\$24,024~~ \$17.75/hr

A4

CLERK STENOGRAPHER 2  
SENIOR ACCOUNT CLERK  
SENIOR PERSONNEL CLERK  
SENIOR PAYROLL CLERK  
SENIOR PURCHASING AGENT

~~\$23,819~~ \$16.75/hr

A5

PAYROLL CLERK  
PURCHASING ASSISTANT  
KEYBOARDING CLERK 2  
PERSONNEL ASSISTANT  
CLERK 2

~~\$23,056~~ \$15.75/hr

A6

KEYBOARDING CLERK 1  
CLERK 1  
LIBRARY ASSISTANT  
ACCOUNT CLERK

~~\$21,855~~ \$15.00/hr

A7

KEYBOARDING CLERK 2 (10 months)  
ACCOUNT CLERK (Typing 10 months)  
SENIOR LIBRARY ASSISTANT (10 months)

~~\$20,506~~ \$15.50/hr

A8

KEYBOARDING CLERK 1 (10 months)  
LIBRARY ASSISTANT (10 months)  
CLERK 1 (10 months)

~~\$19,757~~ \$15.00/hr

B1

SUPERVISING OMNIBUS OPERATOR

~~\$22,755~~ \$25.00/hr

B2

SCHOOL BUS DRIVER

~~\$21,441~~ \$24.00/hr

B3

BUS ATTENDANT

~~\$17,990~~ \$15.50/hr

B4

<del>CHAUFFEUR (Courier)</del>		<del>\$20,886</del>
MECHANIC DIESEL		\$42,000 \$22.25/hr
	B5	
SENIOR MECHANIC		\$28,089 \$20.00/hr
	B6	
MECHANIC		\$27,092 \$16.00/hr
	B7	
MECHANIC'S HELPER		\$23,213 \$15.50/hr
	C1	
TRUCK DRIVER (CAFETERIA)		\$21,441 \$16.00/hr
	C2	
SENIOR COOK		\$20,392 \$20.00/hr
	C3	
COOK		\$19,595 \$19.00/hr
	C4	
SENIOR FOOD SERVICE WORKER		\$18,182 \$17.00/hr
	C5	
FOOD SERVICE WORKER (HOURLY)		\$9.50 \$15.00/hr
	C6	
ASSISTANT COOK		\$18,634
	D1	
CUSTODIAN		\$24,312 \$15.75/hr
SENIOR CUSTODIAL WORKER		
CLERK DRIVER/STOCK HANDLER		
	D2	
CUSTODIAL WORKER		\$23,558 \$15.00/hr
	D3	

**GROUNDSKEEPER** ~~\$24,312~~ **\$15.00/hr**  
**MAINTENANCE WORKER 1 GROUND**  
**MAINTENANCE WORKER 1**

D4

**SENIOR GROUND EMPLOYEES** ~~\$26,898~~ **\$16.25/hr**  
**MAINTENANCE WORKER 2**

D5

**GROUND/MAINTENANCE REPAIRER** ~~\$25,702~~ **\$16.00/hr**

E1

**SENIOR MAINTENANCE REPAIRER** ~~\$28,089~~ **\$17.00/hr**  
**INVENTORY CONTROL**  
**HEAD CUSTODIAN (HIGH SCHOOL)**

E2

**MAINTENANCE REPAIRER** ~~\$27,092~~ **\$15.75/hr**

E3

**ELECTRICAL LICENSE HOLDERS** ~~\$45,000~~ **\$25.00/hr**  
**SUPERVISING ELECTRICIAN** ~~\$56,000~~

E4

**HVAC** ~~\$30,000~~ **\$20.50/hr**

F1

**SUBSTITUTE GUIDE-Minimum wage law will prevail if higher**

<b>CAFETERIA WORKER</b>	<del>\$10.00</del> <b>\$15.00</b>
<b>CLERICAL/SECRETARY</b>	<del>\$11.90</del> <b>\$16.00</b>
<b>CUSTODIAL WORKERS</b>	<del>\$13.46</del> <b>\$16.00</b>
<b>SCHOOL BUS ATTENDANT</b>	<del>\$11.98</del> <b>\$16.00</b>
<b>SCHOOL BUS DRIVER</b>	<del>\$17.00</del> <b>\$23.00</b>

**New employees, excluding substitutes, may be hired at higher hourly rates based on prior years of experience as follows:**


**At least 5 years of similar experience in the position being hired for, up to an additional \$.50 per hour.**

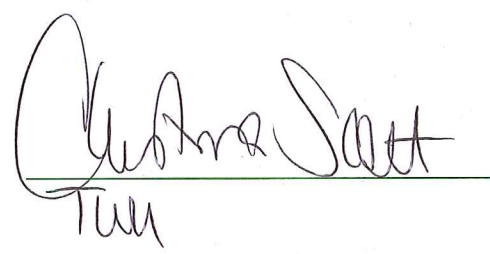
**At least 10 years of similar experience in the position being hired for, up to an additional \$1.00 per hour.**



At least 15 years of similar experience in the position being hired for, up to an additional \$1.50 per hour.

At least 20 years of similar experience in the position being hired for, up to an additional \$2.00 per hour.

Tentative Okay: 4/13/02  
  
Brick Township BOE TWU

  
TWU

**Brick Township Board of Education  
And  
Transport Workers Union**

**PROPOSAL**            **#22 TWU (BOE Counter)**

**ARTICLE/LOCATION**        **VII.A.7.**

**PAGE OF EXISTING CONTRACT**        **15**

**CURRENT LANGUAGE**

Upon retirement from employment and having a minimum of fifteen (15) years of service with the Board employees shall be paid for accumulated unused sick leave based on the following:

- a. Employees hired before July 1, 1994 = (# of days/2) x (final per diem salary/2) not to exceed \$15,000 or the amount accrued and earned as of June 30, 2011, whichever is greater.
- b. Employees hired on or after July 1, 1994 = (# of days/2) x (final per diem salary/2) not to exceed \$4,500 or the amount accrued and earned as of June 30, 2011, whichever is greater.
- c. Board approved paid leaves of absence will not constitute a break in service when computing the fifteen (15) years of service. Leaves of absence without pay shall not be counted in the computation of the fifteen (15) years of service. Employees hired after June 30, 2014 will not be paid for unused sick days.
- d. The final per diem salary for sick day payout shall be calculated at 1/260 for twelve month employees and 1/210 for ten month employees.

**PROPOSED LANGUAGE**

Upon retirement from employment **with the Board** and having a minimum of fifteen (15) years of **continuous** service with the Board, **including employment as a substitute**, employees shall be paid for accumulated unused sick leave based on the following:

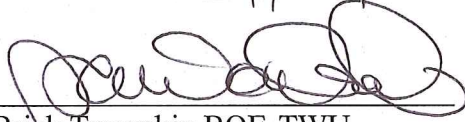
- a. ~~Employees hired before July 1, 1994 = (# of days/2) x (final per diem salary/2)~~ **Number of accumulated sick days at the time of retirement multiplied by the final per diem base salary at the time of retirement**, not to exceed \$15,000 or the amount accrued and earned as of June 30, 2011 **based on the cap in place at that time**, whichever is greater.

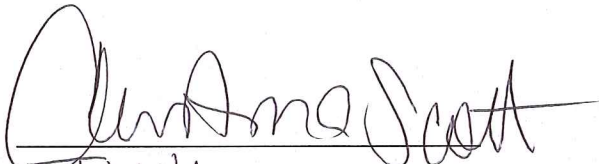
~~b. Employees hired on or after July 1, 1994 = (# of days/2) x (final per diem salary/2) not to exceed \$4,500 or the amount accrued and earned as of June 30, 2011, whichever is greater.~~

~~e. b. Board approved paid leaves of absence will not constitute a break in service when computing the fifteen (15) years of service. Leaves of absence without pay shall not be counted in the computation of the fifteen (15) years of service. Employees hired after June 30, 2014 will not be paid for unused sick days.~~

~~d. c. The final per diem salary for sick day payout shall be calculated at 1/260 for twelve month employees and ~~1/210~~ 1/200 for ten month employees.~~

Tentative Okay: 4/13/22

  
Brick Township BOE TWU

  
TWU

**Brick Township Board of Education  
And  
Transport Workers Union**

**PROPOSAL:** TWU #21 (Board Counter)

**ARTICLE/LOCATION:** Article VIII

**PAGE OF EXISTING CONTRACT:** 19

**CURRENT LANGUAGE:** None

**PROPOSED LANGUAGE:**

~~District Seniority time shall be defined as length of unbroken employment with the district based on your hire date. If an employee transfers into another job classification with qualification, they shall have preference over part time and subs in that classification. Part time employees shall move up to Full Time prior to a Sub. Subs will be hired if there are no Full-Time or Part-Time employees that applied for the position. In order to transfer into another position there needs to be a vacancy and not bump out a permanent employee. Bumping rights will remain in the case of a lay off.~~

~~Employees who transfer Job Classification but never held a permanent title in that classification shall be placed at the bottom of the seniority pick list as of the time they change job classification.~~

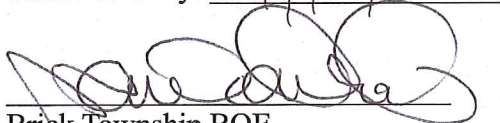
~~Job Classification seniority is defined as the continuous unbroken employment by an employee in a job classification contained in the bargaining unit covered by this Agreement. In the event job classification seniority is broken by a transfer to another job classification in the bargaining unit, all prior service in the same classification will be accumulated in the event there is a return to the initial job classification.~~

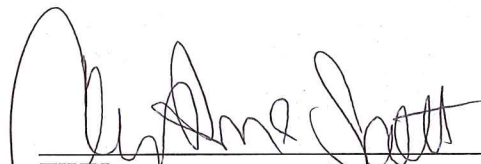
~~I. Job classification seniority, the length of employment within a position of a department, will be used to establish a seniority list when needed for overtime and picks. The length of accrued time in a position shall be defined as length of unbroken employment with the district based on your hire date.~~

~~In the event job classification seniority is broken by the transfer to another job classification within the bargaining unit, all prior service in that classification the employee is transferring from will be frozen at the years accumulated at the point of transfer. If an employee returns to a previously held position without a break in employment within the bargaining unit, the employee will begin to accrue job classification seniority starting at the frozen point accumulated prior to the previous transfer.~~

~~Employees who transfer Job Classification but never held a permanent job title in that classification shall be placed at the bottom of the overtime and seniority pick list as of the time they changed job classification.~~

Tentative Okay: 4/13/22

  
\_\_\_\_\_  
Brick Township BOE

  
\_\_\_\_\_  
TWU

Brick Township Board of Education

And

Transport Workers Union

Counter

Proposal

# 27 TWU

Article/Location

Article VI Work year, day/Week & Overtime

Page of Existing Contract

12

Current Language: I. Permanent full time employees assigned to work in a "higher classification" on a temporary basis shall receive the higher rate of pay from the first day of such assignment. The higher rate shall be \$20.00 extra per day. Work in a higher class must be pre-approved by the immediate Supervisor. This provision shall not apply to cafeteria workers.

Proposed Language: I. Permanent full time employees assigned to work in a "higher classification" on a temporary basis shall receive the higher rate of pay from the first day of such assignment. The higher rate shall be \$30.00 extra per day. Work in a higher class must be pre-approved by the immediate Supervisor. This provision shall not apply to cafeteria workers.

\$20

4/13/22

Remove strike through

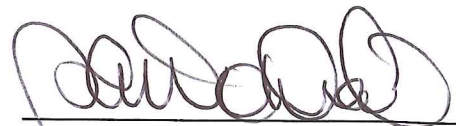
Unless it is a Sr food service worker moving up to a cook

4/4/22

Tentative Okay Date: 4/13/22



TWU



Brick Township BOE



# **AGREEMENT**

between

**BRICK TOWNSHIP  
BOARD OF EDUCATION**

and

**TRANSPORT WORKERS UNION  
OF AMERICA AFL-CIO  
LOCAL 220**

**July 1, 2022 to June 30, 2026**

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THIS AGREEMENT entered into as of the first day of July 2022, by and between the Brick Township Board of Education, hereinafter called the "Board" and the Transport Workers Union of America, AFL-CIO, and its Local 220, 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 220, 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, Grounds, Mechanics and Transportation Departments, but excluding all others including Supervisors of said departments and clerical staff deemed confidential employees as defined by the Public Employment Relations Act.

The Board and the Union agree that each shall comply with the provisions of Bill A-3686, the Workplace Democracy Enhancement Act N.J.S.A. 34:13A-5.11 to 5.15.



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.
- B. The Union and the Board shall present written proposals to each other as outlined in the agreement upon ground rules for negotiations.
- C. The Board and the Union agree to utilize the salary scatter gram as of October 31st preceding the expiration date of the Agreement for the purpose of formulating salary increases.

### 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 fifteen (15) 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 Business Administrator. He and/or his representative shall meet with the UNION, the Union Chairperson and Section Representative within ten (10) school days after receipt of the grievance to discuss the matter. The Business Administrator 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 fifteen (15) 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 fifteen (15) school days after the hearing.

**LEVEL FOUR:** Within fifteen (15) 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.

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 violates 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.

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.

- C. 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.
- D. If an employee is brought up on charges, no suspension or discharge will be put into effect without the filing of a 31A (Preliminary Notice of Disciplinary Action) by the Appointing Authority. This provision does not apply to situations requiring immediate action because of the nature of the offense. The Appointing Authority, or his/her designee, shall file a 31A, providing copies to the employee and the Union. The Union has the right to request a hearing on the employee's behalf. It is understood that the UNION shall have the right to appeal the Appointing Authority's decision on major discipline as outlined in the Civil Service Commission rules and regulations. In cases of minor discipline, the appeal method shall be the grievance procedure as outlined.
- E. 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.
- F. In the event an employee receives a 31A (Preliminary Notice of Disciplinary Action) it shall be his/her responsibility to notify the Union upon receipt of such notice if they wish Union representation as the hearing must be scheduled within five (5) days.

ARTICLE IV  
Vacations

A. **Permanent full time twelve month employees:**

- Less than one year worked -- 1 day for each month worked up to June 30th.
- 1st year through 10th year -- 12 working days.
- 11th year through 15th year -- 15 working days.
- 16<sup>th</sup> year through 20<sup>th</sup> year -- 20 working days
- 21st year and over -- 25 working days.

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

B. **Permanent full time ten month employees:**

Ten Month Employees receive twelve vacation days as paid time off when school is not in session (200 days less 12 vacation days less 5 holidays equals 183 working days.) (Civil Service Commission regulations provide for vacations for part time employees).

C. Vacation days are to be credited to the employee on July 1st of each year. Days credited must then be used between July 1st and June 30th as permitted or directed by the immediate supervisor unless the supervisor and the Appointing Authority determines that the days cannot be taken because of the work load of the department. In such case, any unused vacation may be carried forward into the next succeeding year only. Vacation credit as outlined in A. and B. above will only be calculated on July 1st of each year (no proration will occur for employees who reach required years of service during contract year).

D. Employee's 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 by the Department Supervisor and Appointing Authority.

E. A minimum of five (5) days written notice must be given to the Department Supervisor regarding vacation requests. Failure to do so may result in denial of vacation days for blocks of time of five (5) days or more. Less than five (5) days will be at the discretion of the Supervisor. However, at no time shall more than thirty (30%) percent of the workforce from any one location per department be permitted to take vacation. The Supervisor will deny or allow the request and notify the employee within five (5) days or vacation requested is automatically approved.

F. When a proration of days calculation is needed and the calculation does not produce an even number, then the number will be rounded down to either .5 for any number above .5 or down to the nearest whole number for any number below .5.

G. Upon separation from employment, employees will be paid at their then current per diem rate for any earned but unused vacation days.

ARTICLE V  
Holidays

- A. Permanent employees, both full-time and part-time, shall receive their full pay for holidays as follows:
  - 5 days for 10-month personnel
  - 16 days for 12-month Custodial, Maintenance, Mechanics and Grounds
  - 27 days for 12-month Clerical \*unless additional days off are granted in accordance with the District Calendar it will apply to clerical staff as well.Holidays for each year will be as indicated on the yearly school calendar.
  
- B. If employees are required to work on such holidays (except for those holidays identified in subsection C below), 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. Bus Drivers & attendants assigned routes 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 but shall be docked for the day at the current per diem rate of pay. 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.
  
- C. 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.

ARTICLE VI  
Work Year, Day/Week and Overtime

- A. Work Year: The work year for twelve month employees shall be from July 1 to June 30. The work year for ten month employees shall be from September 1 through the last school day for students.

The daily wage rate (per diem) for twelve month employees shall be determined by dividing 260 days into the annual salary. The daily wage rate (per diem) for ten month employees shall be determined by dividing 200 days into the annual salary. Per diem calculations for overtime and sick days shall be as set forth in the appropriate articles.

- B. Work Day/Week: The normal work day and work week for permanent full-time employees shall be as follows:

i. Twelve Month Employees:

1. Clerical:

- a. Summer hours shall be in effect from the first full five day work week in July (excluding holidays) through the last full five day work week in August.
- i. The summer time workday for all 12-month Clerical employees will be seven and one half (7.5) hours per day, plus a one half (1/2) hour lunch period. The hours of work will be 8:00 a.m. to 4:00 p.m.
  - ii. The summer time workweek for all 12-month Clerical employees will be four (4) days per week, Monday through Thursday.
  - iii. Sick, Vacation, and Personal days utilized for all 12-month Clerical Staff during this period will be charged as 1 day or, in other words, seven (7) hours of sick, vacation or personal time for every 7 hour workday.
  - iv. Overtime: Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over forty (40) hours per week. Regular straight time hourly base rate of pay shall be calculated by dividing the overtime per diem rate of pay by eight hours.
  - v. All 12-month Clerical employees shall work the hours as indicated above. No alternate shifts will be made available, unless approved by the Superintendent or designee.

- b. Hours for the remainder of the school year shall be eight (8) hours per day, Monday through Friday, forty (40) hours per week, with a daily lunch of forty five (45) minutes and a daily break of fifteen (15) minutes. Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over forty (40) hours per week.

2. Custodial, Maintenance, Mechanics and Grounds:

- a. Summer hours shall be in effect from the first full five day work week in July (excluding holidays) through the last full five day work week in August.

- i. The summer time workday for all 12-month Custodial, Grounds, Maintenance and Mechanics Staff will be eight (8) hours per day, with a paid lunch period. The hours of work will be between 6:00 a.m. to 4:00 p.m.

- ii. The summer time workweek for all 12-month Custodial, Grounds, Maintenance and Mechanics Staff will be four (4) days per week, Monday through Thursday.

- iii. Sick, Vacation, and Personal days utilized for all 12-month Custodial, Grounds, Maintenance and Mechanics Staff during this period will be charged as 1 day, or in other words eight (8) hours of sick, vacation or personal time for every 8 hour workday.

- iv. Overtime: Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over forty (40) hours per week.

- v. All Custodial, Grounds, Maintenance and Mechanics Staff shall work the hours as indicated above. No alternate shifts will be made available, unless approved by the Superintendent.

- vi. All staff assigned to work an evening shift will work the day shift beginning the day after school lets out in June through the first day school begins in September.

- b. Hours for the remainder of the school year shall be as follows:

- 1. Eight (8) hours per day, Monday through Friday, forty (40) hours per week, with a daily lunch of thirty (30) minutes and two fifteen (15) minute breaks.

- 2. Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over forty (40) hours per week.

ii. Ten Month Employees:

1. Cafeteria:

- a. Two (2) hours per day to seven and one-half (7.5) hours per day with a daily lunch of thirty (30) minutes if employee works more than six hours per day.
- b. Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over forty (40) hours per week.

2. Clerical:

- a. Hours for clerical employees shall be seven (7) hours per day, Monday through Friday, thirty-five (35) hours per week, with a daily lunch of forty-five (45) minutes and a daily break of fifteen (15) minutes (both added to the work day).
- b. Time and one-half (1-1/2) the regular, straight time base rate of pay shall be paid for all authorized hours worked over forty (40) hours per week. Regular, straight time hourly base rate of pay shall be calculated by dividing the overtime per diem rate by seven (7) hours.

3. Bus Drivers & Attendants:

- a. Bus Drivers & Attendants: Eight (8) hours per day within a twelve (12) hour daily time cycle, forty (40) hours per week.
- b. Time and one half (1-1/2) the regular straight time base rate of pay shall be paid for all authorized hours worked over forty (40) hours per week.
- c. Part time bus attendants will be 4 hours. They will be eligible to move up to 8 hours full time in seniority order as runs become available.
- d. If needed 8 hour Floater aid positions will be posted as such during picks for anyone to pick as a package. Floater aid will be utilized on any bus as needed.

C. Part-Time Bus Drivers:

The Board and the Union agree that the total number of “less than 8 hour run packages” will not exceed twenty-five (25) in a school calendar year. If the number of twenty-five (25) needs to be increased, the Union will receive written notification and justification from the Board if additional part-time drivers are required.



- D. Overtime: Overtime shall be calculated as indicated in Article VI.B. The overtime per diem rate for all employees shall be calculated at 1/260 for twelve month employees and 1/200 for ten month employees.

There shall be no pyramiding or duplication of pay for overtime or other premium pay. Hours credited toward one premium shall not be credited toward another.

- E. All overtime work for bus drivers shall be assigned to the regular drivers on a rotation basis in order of seniority. 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 Monday through Friday and for all hours worked on Saturday and Sunday.
1. Bus Drivers and Attendants interested in overtime opportunities for the upcoming school year shall indicate their interest by signing up for the overtime opportunities during the transportation pick process. At the start of the new school year, the list of those interested in overtime opportunities will be compiled in seniority order and posted. New permanent employees shall be given the opportunity to sign up for overtime upon employment.
  2. The assignment of overtime work, reflecting the date, time and assignment, shall be posted in the Transportation Lounge.
  3. Overtime will be posted prior to the assignment. Employees are asked to sign up for overtime assignments that they are available to cover. Assignments will then be given out in seniority order per the employees. Emergency assignments (opportunity that becomes available within less than 24 hours of the assignment) must be accepted or declined when contacted and if not answered when contacted will be considered declined. If the Bus Driver declines the overtime opportunity they shall move to the bottom of the list and not be given another overtime opportunity until they are reached again in the normal seniority rotation, except in the case of emergency opportunity declines. If a Bus Driver is called for an overtime opportunity and the Bus Driver cannot take the overtime opportunity due to a scheduled regular run, then the Bus Driver shall be offered the next available overtime opportunity.
  4. If the overtime opportunity is canceled the Bus Driver who accepted the original overtime opportunity shall be offered the next overtime opportunity prior to any other bus driver.
  5. In the event a Bus Driver is unable to perform an accepted overtime opportunity, then the opportunity will be offered to the next available Bus Driver in seniority order. The Bus Driver canceling the trip shall move to the bottom of the list and not be given another overtime opportunity until they are reached again in the normal seniority rotation.

- F. For the purpose of computing overtime hours worked per week the following days will be considered as days worked: paid personal days, Holidays referred to in Article V, vacation days and sick days. The week shall begin on Monday and end on Sunday.
- G. The assignment of overtime work in Mechanics, Grounds, Maintenance, Clerical department shall be on a rotation basis starting with the senior employee. Overtime for Custodians and Cafeteria workers shall be on a rotation by seniority according to the school assigned for which the overtime is needed. In addition, overtime will only be assigned to Cooks, Assistant Cooks and Senior Food Service Workers, when the requirement for overtime is based on the need for kitchen equipment utilization. Custodial employees who have not obtained their required Black Seal Boiler License shall not be eligible for overtime, unless a worker who holds a black seal license will be present. Transportation Drivers see article VI E. Bus Aide overtime will be offered in seniority order of Bus Aides. Overtime shall be offered in seniority order from the senior person down in rotation beginning with the last person that took the overtime left off. The list will continue in rotation and not begin back at the top until the list is exhausted and cycles back to the top.
- H. Work Guarantees:

Work Guarantees are provided as a minimum to deter management abuse of working provisions. To be paid for the guarantee, however, the employee must actually work the guarantee, except as noted in the call out time provision. Any employee deciding to work less than the guarantee will only be paid for the actual time worked, except as noted in the call out time provision.

- 1. Cafeteria:
  - a. Substitute Food Service Workers shall be guaranteed a minimum of three (3) hours per day at the applicable rate of pay.
  - b. Permanent part-time cafeteria employees shall have the opportunity to work extra hours at their location due to the absence of an employee with more hours prior to calling in a substitute.
  - c. When a substitute is called in to cover for an absent worker, that substitute will work that particular employee's hours.
- 2. Bus Drivers & Attendants:
  - a. School Bus Drivers & Attendants 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.
  - b. School Bus Drivers & Attendants reporting for Extra Curricular School Activity assignments that are canceled shall receive a minimum guarantee

of three (3) hours at the applicable rate of pay.

- c. In district class trips will not exceed two (2) hours paid overtime unless prior authorization is granted by a supervisor.
3. Mechanics required to work on a weekend, shall be guaranteed a minimum of four (4) hours at the applicable rate of pay.
  4. Call Out Time: All staff shall be guaranteed a minimum of two (2) hours pay for call outs during the employees regularly scheduled time off. If called into work multiple times within the two-hour block of time during the employees regularly scheduled time off, he/she will be compensated for the initial two-hour call out only. If called into work after the initial two-hour block he/she will be compensated with the additional two-hour block of time; same applies to all additional blocks of time. Staff will only be required to work the amount of time needed to complete the assignment. When an alarm call is triggered Central Monitoring will contact Building Custodian first, followed by a call list as created by the Director of Facilities. Calls from Brick PD requesting representative will be based on a separately provided call list; starting with the building custodian and continuing down the list based on custodial worker seniority within the building. The Call out time minimum guarantee of 2 hours pay,
  5. When custodial staff will be off for two consecutive days from July 1st through June 30th, one custodial staff member per location shall be offered overtime to conduct a building check. In order to be able to perform a building check the custodial staff member must possess a black seal license. During the two consecutive days off the custodial staff member will be guaranteed two (2) hours for checking a high school, one (1) hour for checking a middle school and one (1) hour for checking an elementary school. If custodial staff are already performing overtime work at a given location during the two consecutive days off, then the building check will be performed during that time and not scheduled separately.
- I. Permanent full time employees assigned to work in a “higher classification” on a temporary basis shall receive the higher rate of pay from the first day of such assignment. The higher rate shall be \$20.00 extra per day. Work in a higher class must be pre-approved by the immediate Supervisor. This provision shall not apply to cafeteria workers, unless it is a Senior Food Service Worker moving up to a Cook.
  - J. Inclement weather:
    1. Clerical, Maintenance, Mechanics, Cafeteria, Bus Drivers and Attendants will not be required to work at their regular scheduled time in the morning if weather conditions are such that main roads have not been opened. However, they must remain on call and are required to report to work when notified by the Superintendent and/or his designee.

2. Clerical, Custodial, Maintenance, Mechanics, Grounds, Cafeteria, Bus Drivers and Attendants required to work during inclement weather, when all other employees do not have to report to work, will receive straight time at the applicable rate of pay for hours worked as additional compensation.
  3. When schools are closed for inclement weather employees shall not be required to report for work, except as noted above.
- K. All Custodians and Head Custodians, Cooks and Senior Cooks may be assigned at the discretion of the Administration.

ARTICLE VII  
Leaves of Absence

A. Sick Leave:

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).

An employee who uses a sick day immediately prior to or immediately after a vacation day and/or holiday shall be required to submit an original physician's certificate substantiating an illness. Failure to produce such evidence within 5 business days of return to work will result in a reduction of the employee's paycheck by one full day for each sick day used. If an employee comes to work after a vacation and/or holiday and goes home sick and takes a one-half (1/2) sick day, they will not be required to submit a physician's note as the employee did return to work for their shift. Employees scheduled less than 6 hours per day cannot utilize 1/2 sick days.

2. FMLA/NJFLA

- a. In the case of any leave because of (1) the birth and care of the employee's child, or (2) the placement of a child with the employee for adoption or foster care, or (3) in order to care for the spouse (including Civil Union Partner), child or parent of the employee if the spouse, child or parent has a serious health condition, said employee may use, to the extent that it exists, accrued paid leave, such as vacation and personal days, prior to or following the utilization of leave under the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act.
  - b. In the case of any leave due to the serious health condition of the employee that prevents the employee from performing the functions of his/her job, said employee may use, to the extent that it exists, accrued paid leave, such as vacation, personal and sick leave days, prior to or following the utilization of leave under the Federal Family and Medical Leave Act.
3. Each employee covered by this agreement will be given the option of participating in a sick day bank. The decision to participate in the sick day bank shall be binding for the remainder of one's time in the district. Each participant will contribute one (1) of his/her sick days to the sick day bank. This will constitute a pool of days upon which a participant may draw. 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. Should a participant, at the time of replenishing, opt not to continue, such action will constitute a withdrawal from the bank with the participant 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.

To provide proper oversight of the sick day bank a committee shall be formed. The committee will be made-up as follows:

- Three (3) members of the Union as selected by the Union, one of who shall be the Chairperson of the Section.
- The Superintendent of Schools.
- The Business Administrator.

Utilization of sick bank days by a participant shall be governed by the following:

- a. The participant has exhausted prorated earned sick days due to a protracted, verifiable, and catastrophic illness and /or injury of which is the reason for the application to utilize sick bank days.
  - b. The participant's record must show non-abuse of sick day usage, as determined by the sick day bank committee.
  - c. The sick day bank committee may or may not award the days. If days are awarded they may only be awarded in not more than thirty (30) day segments. Reapplication is necessary for each additional segment.
  - d. The maximum allowable sick days provided to any one (1) participant shall not exceed ninety (90) days.
4. Notice of absence must be given to the supervisor promptly prior to starting time. Failure to do so will be cause for denial of sick leave and may result in disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.
  5. When absence on sick leave is three (3) or more successive school days, a physician's certificate covering the period of absence shall be required to be filed in the Office of the Board Secretary. A doctor's certificate for absence on individual days may be requested at the discretion of the Superintendent or designee pursuant to NJSA 18A:30-4.
  6. An employee who does not utilize any paid (excluding vacation, personal and worker's compensation days) or unpaid leave in a period shall be issued a perfect attendance stipend of one hundred twenty five dollars (\$125) for the period. For employees that do not work full-time said amount shall be pro-rated to correspond with hours worked per day versus what full-time employee's hours per day are for a given position. Periods shall be measured as July 1st to September 30th, October 1st to December 31st, January 1st to March 30th and April 1st to June 30th. The payment for perfect attendance will be paid in the second (2<sup>nd</sup>) paycheck after the end of the period.

7. Upon retirement from employment with the Board and having a minimum of fifteen (15) years of continuous service with the Board, including employment as a substitute, employees shall be paid for accumulated unused sick leave based on the following:
  - a. Number of accumulated sick days at the time of retirement multiplied by the final per diem base salary at the time of retirement, not to exceed \$15,000 or the amount accrued and earned as of June 30, 2011 based on the cap in place at that time, whichever is greater.
  - b. Board approved paid leaves of absence will not constitute a break in service when computing the fifteen (15) years of service. Leaves of absence without pay shall not be counted in the computation of the fifteen (15) years of service.
  - c. The final per diem salary for sick day payout shall be calculated at 1/260 for twelve month employees and 1/200 for ten month employees.

B. Personal Days:

Full-time employees shall be granted up to three (3) personal days leave per year for personal business. Unused Personal days may be accumulated, without limitation, for conversion to sick days.

Personal days must be submitted with a minimum of 24 hours' notice to the immediate supervisor for approval by the immediate supervisor. In case of an emergency less than 24 hours' notice may be given for approval by the immediate supervisor for an emergency personal day.

Personal days will be on a pro-rata basis for full time employee who will not work a full fiscal year. New full time employees may not utilize personal days prior to completing four (4) months of employment.

Employees that have a normal workday of 6 or more hours may use ½ days for personal time. All other employees are not eligible to use ½ days.

C. Bereavement Days:

Up to four (4) days leave in one year with full pay for each death in the immediate family will be granted. Days must be used within 30 calendar days after the death of the family member. Such days will not be taken from personal leave. The immediate family shall be defined as: spouse, civil union partner, parent, child, step-child, sister, brother, in-law, grandparent, grandchild and step-parent. In case of death of a relative of the second degree (aunt, uncle, nephew, niece, first cousin) absence of one (1) full day with pay will be granted. Proper documentation (obituary or prayer card) must be given to the Human Resources Office within 5 Business Days of return to work. If documentation is not provided a dock in pay will be applied for days used.

When a ten (10) month employee works during the summer for the Board up to two (2) days leave with pay will be granted for each death in the immediate family and said days have to be the day(s) of the funeral, viewing and/or memorial on days that the employee is scheduled to work. In the case of death of a relative of the second degree same will apply, however, one (1) full day with pay will be granted.

D. 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 at the request of the Union. Such leave will coincide with the applicable term of the office held. The Board shall continue to pay the employee's wages and benefits (including pension) and shall be reimbursed for same by the Union. During such leave the employee will continue to accrue seniority.

If assigned an evening shift, a Section Representative will be allowed to attend a section meeting as long as his section is completed without overtime.

The Union President and Chairperson shall have access to all buildings and union workers at any time with the approval of the Superintendent, as long as it does not interfere with the operation of the building during normal school hours.

E. Jury Duty

Any employee who is absent from work because of Jury Duty or appearing as a witness on behalf of the Board, and, upon proper evidence of same being presented to the Director of Human Resources, shall receive regular full time pay for said jury duty or witness service on behalf of the District.

F. Employee Absence Reporting System

The Employee Absence Reporting System shall be updated annually by August 1st for all twelve (12) month employees and by September 15<sup>th</sup> for all ten (10) month employees.



## 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/her continuous service.
- B. In the case of layoffs, the Civil Service Commission shall be notified and retains jurisdiction. If there is a reduction in force, the New Jersey Department of Personnel shall determine an employee's rights to assume another position within the employment of the Board. Under 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 seniority. When an employee is called back from a layoff (reduction in force), the employee shall start out at the same salary earned prior to the layoff.

1.

- a. Once each year on or before August 31st bus drivers and bus attendants may pick their school run packages, full time and part time, in order of seniority. 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. The run packages of the Head Bus Drivers will be assigned by the Board.

If a driver selects a package that includes non-public school runs, he/she shall be obligated to work on all days the non-public school is in session. In the event that the days of a non-public school run do not coincide with the public school calendar, drivers of non-public runs may request to have the days off when public schools are closed. A request must be in writing at least two (2) months in advance and is subject to getting a replacement driver. Replacement drivers will be selected in order of seniority and posted the same as other straight-time/overtime work is posted.

- b. Once each year on or before June 1st bus drivers and bus attendants may pick their summer school run packages in order of seniority. 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.
- c. When a run package is posted mid-year due to a vacancy, drivers beneath the driver who had the now vacated run package may select it based on seniority. Only employees who are actively working may bid on such work. Actively working shall be defined as those employees not on a leave of absence, or, if on a leave of absence, the employee will be ready to return and perform the route within ten (10) school days from when the posting ends.

If the selection process outlined herein causes another vacancy, then it shall be offered to the part-time drivers in seniority order, if such position exists. If no driver selects the newly created run package, or no part-time driver selects the vacated run package, then it shall be filled in accordance with the vacancy section of this article.

2. Once each year, on or before June 30<sup>th</sup>, custodial employees may pick their location or station assignments for those available within their classification in order of seniority.
  3. Once each year, on or before the end of the working school year, cafeteria employees may pick their location or station assignments for those available within their classification in order of seniority. In cafeteria, seven and one half (7 ½) hour positions and those above six (6) hours 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.
  4. Despite the foregoing provision to select assignments based on seniority, the Board reserves the right to adjust up to eight picks in each department at the time of the employees pick. 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.
  5. The Section Representative or the Chairperson shall be present at their respective section picks and shall assist all members in their selections.
  6. When an employee is being transferred to a new assignment, he/she shall be given a reason for the transfer, and the employee retains his/her night and/or day shift unless otherwise approved by the employee.
- C. Permanent full-time vacancies and permanent new positions will be posted as they arise stating where the vacancy is located. Qualified employees seeking to fill a permanent full-time vacancy and/or a permanent new position shall submit an application and be considered for an interview. Prior experience, evaluations and educational background will be used to determine qualifications as well as any applicable Civil Service certification lists (if required). Employment time with the Board shall not be the sole qualification utilized in the selection for permanent full-time vacancies and/or permanent new positions. All members of the Union shall be granted an interview for the position they applied for, or a written response acknowledging receipt of application and informing them that they will not receive an interview. If a vacancy is not to be filled, the Union shall be provided notice. If the employee decides not to take the position, the position will be offered to the next person in seniority that applied for the position.

When a new full-time run package is created from a part-time run package or the need for an additional run package occurs, it shall be posted for all to bid in accordance with seniority. Only employees who are actively working may bid on such work. Actively working shall be defined as those employees not on a leave of absence, or, if on a leave of absence, the employee will be ready to return and perform the route within ten (10) school days from when the posting ends. If the selection process outlined herein causes another vacancy, then it shall be offered to the part-time drivers in seniority order, if such position exists. If no driver selects the newly created run package, or no part-time driver selects the vacated run package, then it shall be filled in accordance with the vacancy section of this article.

- D. Promotional upgrades due to desk audits shall be posted for announcement in the District with a provision that qualified employees may apply when the Department of Personnel announces the exam. Where qualifications are equal, seniority shall prevail.
- E. An employee filling an opening within his/her department retains seniority in the department and the right to go back to his/her 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.
- F. Any vacancy created after a reduction in force will be filled by recall of the senior qualified laid-off employee as determined by the New Jersey Department of Personnel. In the event there is no employee in this category, then the vacancy may be filled at the discretion of the Board.
  - 2. Temporary vacancies in the Transportation Department that will exist for one month or longer shall be offered to the rank and file beneath the person who is absent. The most senior (6 hour bus driver) (part-time bus driver) will be offered the run. Then the most senior 5 hour part-time bus driver is assigned the 6 hour part-time run. Then the most senior substitute bus driver gets assigned to the 5 hour run. All go back to their original pick upon the employee returning.
- G. The seniority system as defined in Article VIII A shall be followed for substitute employees. If a vacancy becomes available for substitute work, the senior qualified substitute will fill the vacancy.
- H. On or before November 30<sup>th</sup> of each year, the Board will provide the Union with an updated seniority list with all titles listed in the bargaining unit.
- I. Job classification seniority, the length of employment within a position of a department, will be used to establish a seniority list when needed for overtime and picks. The length of accrued time in a position shall be defined as length of unbroken employment with the district based on your hire date.

In the event job classification seniority is broken by the transfer to another job classification with the bargaining unit, all prior service in that classification the employee is transferring from will be frozen at the years accumulated at the point of transfer. If an employee returns to a previously held position without a break in employment within the bargaining unit, the employee will begin to accrue job classification seniority starting at the frozen point accumulated prior to the previous transfer.

Employees who transfer Job Classification but never held a permanent job title in that classification shall be placed at the bottom of the overtime and seniority pick list as of the time they changed job classification.

## ARTICLE IX Employee Benefits

### A. Insurance Protection:

1. The Board shall provide insurance protection for each employee and his/her family (including civil union partners) which insurance shall include health-care, dental insurance, and a prescription plan as follows:
2. Effective July 1, 2015, each employee electing coverage shall contribute in accordance with Tier 4 requirements set forth in P.L. 2011, Chapter 78. This contribution shall be withheld from the respective employee's paycheck on a prorated basis.
3. If the contribution requirements of P.L. 2011, Chapter 78 change during the life of the successor collective bargaining agreement, and if those changes require the Board to amend the contribution levels from Tier 4 during the life of the successor collective bargaining agreement, the Board will comply with the applicable law as amended. Otherwise, Tier 4 contributions will be in effect for the life of the successor collective bargaining agreement.
4. As soon as administratively possible, the medical insurance plan offered is the Direct 20 Plan as offered by Horizon Blue Cross/Blue Shield with all requirements of that Direct 20 Plan. The Board may offer less costly plans for employees to select from provided the Direct 20 Plan is maintained and offered.
5. The Board has the option of enrolling in the State Educators Health Benefits Plan ("State Plan") during the life of the successor collective bargaining agreement. If the State Plan is elected, the coverage offered to and provided eligible members shall be in compliance with the rules and regulations of the State Plan. If the Board chooses to move to the State Plan or another insurance carrier, coverage must be equal to or better than the existing Direct 20 coverage.

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

DAW 2 Dispense As Written (mandatory generics) – requires the member to pay the difference in cost between the generic and brand-name drug as well as the brand-name copay in a situation where the member chooses a brand-name medication when a generic medication is available.

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

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

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

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

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

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

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

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

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

- a.) If offered by the Board, eligible employees may request a waiver of insurance protection. If a waiver of insurance protection is granted by the Board, payment in lieu of insurance protection will be made annually to the employee as follows:

Health Care Insurance	\$1,250
Dental Insurance	\$ 250
Prescription Plan	\$ 500

Waiver of health care insurance coverage will require proof of health care insurance elsewhere. Employees who waive coverage for a partial year will be paid in lieu on a pro-rata basis. Payments of the waived amounts will be made with the final paycheck of the school year.

b.) Upon the permanent separation from employment, excluding death of any employee who has been covered under the Board's health-care plans, any payments which had been provided on the employee's behalf by the Board shall cease immediately following the employee's last day on the payroll. The coverage shall also immediately be terminated unless the employee has arranged prior thereto for its continuation, consistent with his/her rights, if any, under the law. In the event of a current employee's death said employee's dependents covered by the Board at the time of death shall be able to maintain coverage for forty-five days from the date of death at no cost to the dependents.

c.) The Board reserves the right to select the appropriate insurance carrier, and if the Board chooses to change insurance carriers, all new coverage must be equal to or better than the existing coverage.

d.) The Board shall provide a payroll deduction for voluntary disability insurance for any of the plans offered by the Board.

## ARTICLE X 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. The Union recognizes that the school district, in accordance with provisions of State Laws, Rules and Regulations, shall be governed by the Board and that the Board 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 XI  
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 XII  
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. Deductions shall begin as soon as possible after notification by the Union to the Board. The deductions shall be turned over to the Secretary-Treasurer of the Union within five (5) days of deduction from wages.
  
- B. The Board shall deduct from wages of employees and remit to the Secretary Treasurer of the Union the amount specified from employees who voluntarily authorize monthly contributions on the forms provided for that purpose by the TWU Committee on Political Education (COPE).
  
- C. 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 XIII  
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 XIV  
Miscellaneous

Talking on one's cell phone regarding personal business during work hours is limited to lunch and breaks. An office phone may be used for emergencies. Any messages coming in on the office phone will be communicated to the appropriate employee in a timely manner.

ARTICLE XV  
NJ Civil Service Commission

- 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.

## ARTICLE XVI Salaries

- A. 2022-2023: All members of the TWU employed by the Board as of July 1, 2022 will have their base hourly rate brought to the minimum hourly rate as identified on the Classification Schedule/Entry level guide for the 2022-2023 school year. In addition, each employee will receive a one time service credit of \$20 per year of service, prorated, in the 2022-2023 school year, which shall become part of said employees base salary. Each employee will receive a minimum increase of \$400 over their 2021-2022 base salary.
- B. The base salary cost for the 2022-2023 school year will generate a 7.0% increase in the 2023-2024 school year on all employees' base salaries. In addition, each employee will receive a one time service credit of \$25 per year of service, prorated, in the 2023-2024 school year, which shall become part of said employees base salary.
- C. The base salary cost for the 2023-2024 school year will generate a 7.5% increase in the 2024-2025 school year on all employees' base salaries.
- D. The base salary cost for the 2024-2025 school year will generate a 6.0% increase in the 2025-2026 school year on all employees' base salaries.
- E. No employee shall be paid less than the entry-level salary as contained in the classifications schedule.

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 \$1250.00 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 current "letter" guide (e.g. A-B, C-D, D-E etc.) shall receive a \$1500.00 increase or the difference between 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.

- F. The Board shall pay all ten month employees on the same payroll schedule as the teacher payroll. All twelve month employees shall be paid on the 15th and 30th of each month. When a pay day falls on or during a school holiday or weekend, employees shall receive their pay checks on the last previous work day.
- G. Head Custodians and Custodians will receive an additional compensation added to their base salary in accordance with the following schedule:

	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2026</u>
Brick Township High School - Head	\$2,982	\$2,982	\$3,200
Night Custodian (BHS)	\$1,897	\$1,897	\$2,150
Brick Twp Memorial HS - Head	\$2,982	\$2,982	\$3,200
Night Custodian (BMHS)	\$1,897	\$1,897	\$2,150
Lake Riviera Middle School	\$2,385	\$2,385	\$2,600
Night Head Custodian LRMS	\$ 786	\$ 786	\$1,572
Veterans Memorial Middle Sch.	\$2,385	\$2,385	\$2,600
Night Head Custodian VMMS	\$ 786	\$ 786	\$1,572
Emma Havens Young School	\$1,843	\$1,843	\$2,050
Veterans Elementary	\$1,572	\$1,572	\$2,050
Drum Point School	\$1,572	\$1,572	\$2,050
Lanes Mill School	\$1,572	\$1,572	\$2,050
Midstreams School	\$1,572	\$1,572	\$2,050
Herbertsville School	\$1,301	\$1,301	\$1,500
Osbornville School	\$1,301	\$1,301	\$1,500
Warren H. Wolf School	\$1,301	\$1,301	\$1,500
Central Administration	\$1,301	\$1,301	\$1,500

- H. Senior Food Service Workers: A Senior Food Service Worker will be assigned at every location a cook is assigned, with the exception of a Satellite Kitchen.
- I. The summer rate for Transportation employees shall be as follows:

Drivers            A minimum of \$17/hr  
 Attendants        A minimum of \$15/hr

The rates established for the summer shall be the same for all transportation employees that work for the summer. Minimum wage law will prevail if higher.

- J. The Board will pay Custodians and Custodial Workers who are holders of a Black-Seal License a stipend in the amount of Five Hundred Twenty Five (\$525.00) dollars for the 2022-2023 school year & 2023-2024 school year and seven hundred fifty (\$750) for the 2024-2025 & 2025-2026 school years, prorated. The Board shall have the right to move the least senior Black Seal License Holder to cover any school when needed.

The Board will pay the current ten (10) Maintenance employees who are holders of a Black Seal License as of December 1, 2019 a stipend in the amount of Five Hundred Twenty Five (\$525) dollars annually, prorated for the 2022-2023 school year & 2023-2024 school year and seven hundred fifty (\$750) for the 2024-2025 & 2025-2026 school year.

All custodial staff hired after September 1, 2000 will have one year from their hire 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 \$300.00 upon obtaining the license and submitting a copy to the supervisor.

Custodial employees will be terminated from their position in the event they do not obtain the Black Seal Boiler Operators License within one year from their hire date. Custodial employees, regardless of hire date, who fail to maintain or renew their Black Seal Boiler Operators License will be terminated from their position.

- K. 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.
- L. Employees required to appear at a Board of Education hearing or in Court for any job-related matter during working hours shall not be penalized for "lost time" away from his/her daily assignment.
- M. Any employee assigned to work an evening shift commencing at 3:00 PM or after will be paid a night shift differential of \$320.00 per year.
- N. 1. The Board will pay the following additional compensation annually to the maximum number of employees who have obtained the required certificate/license as follows:

	2022/2023	2023/2024	2024-2026
(1) Plumbing License Holder	\$1,500	\$1,500	\$1,500
(6) Asbestos Removal Certificate Holder	\$1,250	\$1,250	\$1,500
(3) Pesticide Holder	\$1,000	\$1,000	\$1,000
(3) Air conditioning Certificate Holder	\$1,250	\$1,250	\$1,500
(1) Electrician License Holder	\$2,000	\$2,000	\$2,000
(2) Mechanic ASE Certificate Holder	\$1,000	\$1,000	\$1,000

- 2. The Board will pay additional compensation to Bus Attendants who are EMT Certified \$500.00 per year.

3. The Board will pay additional compensation to the Lead Grounds employee at the following locations:

	2022/2023	2023/2024	2024/2026
BMHS	\$1,250	\$1,250	\$1,500
BTHS	\$1,250	\$1,250	\$1,500
LRMS	\$750	\$750	\$1,000
VMMS	\$750	\$750	\$1,000

4. The Board will pay additional compensation to Bus Drivers with an air brake CDL \$500 per year.
  5. The Board will pay additional compensation to each Head Bus Drivers in the amount of one thousand two hundred fifty dollars (\$1, 250) in the 2024/2025 and 2025/2026 school years.
  6. The Board will pay additional compensation to the Bus Driver Trainer and the Bus Aide Trainer in the amount of five hundred (\$500) in the 2022/2023 and 2023/2024 school years, prorated, and seven hundred fifty (\$750) in the 2024/2025 & 2025/2026 school years, prorated.
- O. The Board will reimburse all CDL holders, up to \$85.00, towards the cost of fingerprints when required for renewal of the license on a four (4) year renewal cycle.
- P. Ten Month Employees hired on or prior to June 30, 1998 will receive longevity as part of their compensation. Longevity shall be calculated each year as follows:
- |   |                                    |
|---|------------------------------------|
| 11 <sup>th</sup> year through 20 <sup>th</sup> year | Base salary divided by 197 times 3 |
| 21 <sup>st</sup> year and beyond                    | Base salary divided by 197 times 6 |
- Q. The Board will provide each Transportation garage mechanic five hundred dollars (\$500) per year for a tool allowance.



## Article XVII Work Clothing

1. The Board will provide for the rental of uniforms and laundry service for Bus Mechanics. Five (5) sets of summer uniforms, and five (5) sets of winter uniforms will be provided. Uniforms shall be laundered two (2) times per week. The uniforms will be provided no later than September 1<sup>st</sup> of each year.
2. The BOARD will provide five (5) uniforms per year for all workers in the Maintenance, Grounds, Custodians, and Custodial workers. In addition, Grounds employees shall also receive a Carhart Jacket, or its equivalent, 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.
3. The Board will provide a \$100.00 per year shoe allowance for all permanent Custodians, effective July 1, 2003.
4. 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.
5. All employees will not be permitted to work unless in uniform, subject to seasonal adjustments and Board policy.
6. *All staff members are role models for students, Uniforms provide the staff, students and public with the ability to properly identify facilities employees on the basis of uniforms. Uniforms also provide us with the appearance to be neat and orderly and bring respect to the position.*

The facilities dress code is established to provide a safe and professional work environment.

All Employees should have Brick schools identifying clothing as their outermost layer. Examples of this would be all facilities issued T-Shirt or Button up during Summer months, Grounds/ Maintenance issued sweatshirt, hoodie or four season jacket during spring and fall months, and a uniform jacket issued during Winter. 13” relaxed fit work shorts will be made available on the uniform list for all facilities departments, but please keep in mind the strict criteria for wearing shorts.

- No Student population present, unless approved by the supervisor or building administrator
- No anticipated tasks / activities requiring the use of full leg coverage PPE
- Relegated to High Heat / Humidity index month(s)
- Exceptions as authorized by the superintendent or his designee.

Substitutes and new hires whom have not yet been issued uniforms will abide by the following

- No clothing shall be worn by staff members that constitutes a danger to the health and/or safety to himself/herself or others, and
- No clothing may be worn that distracts and/or disrupts the instructional program (e.g., mini-skirts, see-through clothing).

Allowable exceptions to the uniform code will be determined by the building principal or staff member's immediate supervisor with the approval of the Superintendent. Such exceptions may include attire such as non-facility issuance shorts, sweatpants, special event shirts or school related attire and would be worn in observance for special occasions such as, but not limited to, the following: • Picnics • Field days • Outdoor events • Nature walks • Parties • Graduations • Promotions •

If you are dressed contrary to the above-mentioned dress code, the principal and/or the staff member's supervisor shall determine whether a violation of the dress code has occurred and shall discuss, in private, the violation with the staff member. Where a single violation so warrants or violations reoccur, the principal or supervisor may enter a reprimand in the staff member's file. The employee shall be directed by the supervisor to change into appropriate attire. Should this change require leaving the work site, the employee shall sign/clock out/in and shall be docked accordingly. Upon the third letter of reprimand, the principal or immediate supervisor may recommend more stringent disciplinary action such as, but not limited to Insubordination.

ARTICLE XVIII  
Substitutes

- A. A substitute is a person who takes the place of a regular permanent employee who is absent.
- B. The minimum shift is two (2) hours. The maximum shift is (8) hours. Shifts 2 to 4 hours will include (1) 15-minute break, shifts 4.5 to 8 hours and above will include (2) 15-minute breaks.
- C. Substitutes must be available to work during the regular permanent employee's hours and for all schools.
- D. Substitutes hired for permanent full time positions will be hired by seniority and based upon performance from the Board-approved substitute list.
- E. Custodial substitutes shall be issued work shirts.
- F. In accordance with the New Jersey Earned Sick Leave Law.

Sick time accrues 1 hour for every 30 hours worked, up to a maximum of 40 hours of leave per benefit year. Benefit year means any regular and consecutive 12-month period defined as July 1 through June 30.

If the state of NJ modifies or appeals said law the BOE will mirror said action.

**ARTICLE XIX**  
**Duration of Agreement**

This **AGREEMENT** shall be binding and effective as of the first day of July 2022 and continue in full force and effect until midnight, June 30, 2026. 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 12<sup>th</sup> day of May 2022.

BOARD:

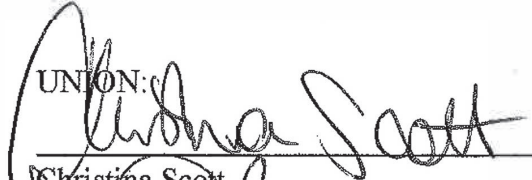


Stephanie Wohlrab  
President



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

UNION:



Christina Scott  
President



Jeanne Franklin  
Secretary/Treasurer

# CLASSIFICATIONS SCHEDULE

BRICK SCHOOLS

ENTRY LEVEL GUIDE

## **A1**

OCCUPATIONAL THERAPY ASSISTANT  
PHYSICAL THERAPY ASSISTANT  
PURCHASING EXPEDITOR  
PRINCIPAL DATA CONTROL CLERK

\$20.00/hr

## **A2**

CLERK STENOGRAPHER 3  
PRINCIPAL PAYROLL CLERK  
PRINCIPAL EMPLOYEE BENEFIT CLERK  
SENIOR DATA CONTROL CLERK  
KEYBOARDING CLERK 4  
PRINCIPAL ACCOUNT CLERK  
PERSONNEL AIDE

\$19.50/hr

## **A3**

KEYBOARDING CLERK 3  
PRINCIPAL LIBRARY ASSISTANT (Typing)  
CLERK 3

\$17.75/hr

## **A4**

CLERK STENOGRAPHER 2  
SENIOR ACCOUNT CLERK  
SENIOR PERSONNEL CLERK  
SENIOR PAYROLL CLERK  
SENIOR PURCHASING AGENT

\$16.75/hr

## **A5**

PAYROLL CLERK  
PURCHASING ASSISTANT  
KEYBOARDING CLERK 2  
PERSONNEL ASSISTANT  
CLERK 2

\$15.75/hr

	<b>A6</b>	
KEYBOARDING CLERK 1 CLERK 1 LIBRARY ASSISTANT ACCOUNT CLERK		\$15.00/hr
	<b>A7</b>	
KEYBOARDING CLERK 2 (10 months) ACCOUNT CLERK (Typing 10 months) SENIOR LIBRARY ASSISTANT (10 months)		\$15.50/hr
	<b>A8</b>	
KEYBOARDING CLERK 1 (10 months) LIBRARY ASSISTANT (10 months) CLERK 1 (10 months)		\$15.00/hr
	<b>B1</b>	
SUPERVISING OMNIBUS OPERATOR		\$25.00/hr
	<b>B2</b>	
SCHOOL BUS DRIVER		\$24.00/hr
	<b>B3</b>	
BUS ATTENDANT		\$15.50/hr
	<b>B4</b>	
MECHANIC DIESEL		\$22.25/hr
	<b>B5</b>	
SENIOR MECHANIC		\$20.00/hr

	<b>B6</b>	
MECHANIC		\$16.00/hr
	<b>B7</b>	
MECHANIC'S HELPER		\$15.50/hr
	<b>C1</b>	
TRUCK DRIVER (CAFETERIA)		\$16.00/hr
	<b>C2</b>	
SENIOR COOK		\$20.00/hr
	<b>C3</b>	
COOK		\$19.00/hr
	<b>C4</b>	
SENIOR FOOD SERVICE WORKER		\$17.00/hr
	<b>C5</b>	
FOOD SERVICE WORKER		\$15.00/hr
	<b>D1</b>	
CUSTODIAN		\$15.75/hr
SENIOR CUSTODIAL WORKER		
CLERK DRIVER/STOCK HANDLER		
	<b>D2</b>	
CUSTODIAL WORKER		\$15.00/hr



	<b>D3</b>	
GROUNDSKEEPER MAINTENANCE WORKER 1 GROUNDS MAINTENANCE WORKER 1		\$15.00/hr

	<b>D4</b>	
SENIOR GROUNDS EMPLOYEES MAINTENANCE WORKER 2		\$16.25/hr

	<b>D5</b>	
GROUNDS/MAINTENANCE REPAIRER		\$16.00/hr

	<b>E1</b>	
SENIOR MAINTENANCE REPAIRER INVENTORY CONTROL HEAD CUSTODIAN (HIGH SCHOOL)		\$17.00/hr

	<b>E2</b>	
MAINTENANCE REPAIRER		\$15.75/hr

	<b>E3</b>	
ELECTRICAL LICENSE HOLDERS SUPERVISING ELECTRICIAN		\$25.00/hr

	<b>E4</b>	
HVAC		\$20.50/hr

	<b>F1</b>	
SUBSTITUTE GUIDE – Minimum wage law will prevail if higher		

CAFETERIA WORKER	\$15.00
CLERICAL/SECRETARY	\$16.00
CUSTODIAL WORKERS	\$16.00
SCHOOL BUS ATTENDANT	\$16.00
SCHOOL BUS DRIVER	\$23.00

New employees, excluding substitutes, may be hired at higher hourly rates based on prior years of experience as follows:

At least 5 years of similar experience in the position being hired for, up to an additional \$.50 per hour.

At least 10 years of similar experience in the position being hired for, up to an additional \$1.00 per hour.

At least 15 years of similar experience in the position being hired for, up to an additional \$1.50 per hour.

At least 20 years of similar experience in the position being hired for, up to an additional \$2.00 per hour.

#### LOCAL UNION OFFICERS

Christina Scott	President
Chet Smilek	Ex. Vice President
Mike Ormsby	Vice President
Jeanne Franklin	Secretary/Treasurer

#### SECTION COMMITTEE

Lisa Marks	Chairperson
Margie Nicolazzi	Recording Secretary
Melinda Murray	Transportation Representative
Kay Wardell	Custodial Representative
Jessica Zimmer	Secretarial Representative
Patrick Fluet	Maintenance Representative
Kathy Bennett	Cafeteria Representative
Rock Scifo	Grounds Representative
John Depaola	Mechanic Representative

#### INTERNATIONAL OFFICERS

John Samuelson	International President
Carl Martin	International Representative

TRANSPORT WORKERS UNION OF AMERICA  
LOCAL 220, AFL-CIO  
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BRICK, NJ 08724

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Fax: (732) 785-8322