

AGREEMENT
BOARD OF EDUCATION
OF THE
TOMS RIVER REGIONAL SCHOOLS
AND
CUSTODIANS, GROUNDS AND SECURITY
ASSOCIATION

JULY 1, 2002 - JUNE 30, 2005

ARTICLE 1 – RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment under chapter 123, P.L. of N.J. 1974, for all personnel regularly employed on behalf of the following unit:

Custodians
Night Supervisors
Grounds Keepers
Security Guards
Seasonal Employees (March/November)
Part-Time Employees
Excluding all other employees of the Board.

B. Unless otherwise indicated, the term “employee”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE 2 – NEGOTIATION PROCEDURE

A. In accordance with Chapter 123, P.L. of N.J., 1974, the parties agree to enter into negotiations in good faith effort to reach agreement governing the terms and conditions of employment.

B. Not later than November 1, 2005, the Board agrees to initiate negotiations with the Association over a successor Agreement. By the same day, the Association agrees to present to the Board its proposals for the successor Agreement.

Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

C. All meetings between the parties shall be regularly scheduled whenever possible to take effect when the employees involved are free from assigned duties.

D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, P.L. of N.J. 1974, for the duration of this Agreement.

E. Facts, opinions, proposals and counterproposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding. The Board shall make available to the Association for inspection all pertinent records, data and information of the Toms River School District, which are within the public domain.

F. This Agreement incorporates the entire understanding of the parties on matters, which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

G. Except as this Agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect except the proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established in writing.

ARTICLE 3 – GRIEVANCE PROCEDURE

A. Definition:

1. A “grievance” shall mean a complaint by a worker that there has been a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable conditions of employment.
2. A “grieved” is the person or persons making the claim.
3. A grievance to be considered under this procedure must be initiated in writing by the worker within thirty (30) calendar days from the time when the worker knew or should have known of its occurrence.

B. Procedure:

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

- b. It is understood that employees shall during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
 3. Any employee who has a grievance shall discuss it first with the Head Custodian for his building, then the Supervisor of Custodians, Grounds Supervisor, Security Supervisor, in an attempt to resolve the matter informally at that level.
 4. If, as a result of the discussion, that matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the Assistant Superintendent specifying:
 - a. The nature of the grievance.
 - b. The nature and extent of the injury, loss or inconvenience.
 - c. The results of previous discussions.
 - d. His dissatisfaction with decisions previously rendered.

The Assistant Superintendent shall communicate his decision to the employee in writing five (5) school days of receipt of the written grievance.

5. The employee, no later than five (5) school days after receipt of the Assistant Superintendent's decision, may appeal the Assistant Superintendent's decision to the Superintendent of Schools.

The appeal to the Superintendent must be made in writing reciting the matter submitted to the Supervisors as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the Assistant Supervisor.

6. If the grievance is not resolved to the employee's satisfaction, he, not later than five (5) school days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision, except in the case of grievance involving any of the following points:
 - a. Any matter for which a method of review is prescribed by law or regulation of the State Commission of Education such as, but not limited to, questions on tenure, increment denial or suspension.
 - b. Any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by chapter 123, Public Laws 1974.
 - c. A complaint by an employee occasioned by the withholding of a salary increase or increment.
8. For those items specified as non-arbitrable, the Board shall, if requested by the grievant, meet and hear the grievant's position.
9. a. The following procedure will be used to secure services of an arbitrator:
 - (1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.
 - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
 - (3) If the parties are unable to determine within (10) school days of either the initial request for arbitration or the second request, which comes later, a mutually satisfactory arbitrator

from the second Commission may be requested by either party to designate an arbitrator.

- (4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
- b. Rights of employees to representation:
- (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
 - (2) When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the Assistant Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.
 - (3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.
- c. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one half (1/2).

ARTICLE 4 – EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental power under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any worker in the enjoyment of any rights conferred by chapter 123, Public Laws, 1974 or other laws of New Jersey, or the constitution of New Jersey and the United States.
- B. No worker shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any worker is required to appear before the Board or Committee of Members thereof concerning any matter which could adversely affect the continuation of that worker in his employment or the salary or any increments pertaining hereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview.

ARTICLE 5 – ASSOCIATION RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1974, public employees included in the negotiating unit have and shall be protected in the exercise of the right, freely, and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any worker in the enjoyment of any rights conferred by chapter 123, public Laws 1974 or other laws of New Jersey, or the constitution of New Jersey and the United States.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in

negotiations or grievance procedure, he shall suffer no loss in pay. However, the Association shall pay one half (1/2) of the cost of substitutes.

- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and the administration has been duly notified and approval has been secured. Said approval shall not be unreasonably withheld.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. (School mailboxes may be used for meeting notices, minutes, etc.)
- E. A copy of all notices sent to members represented by this Association shall be sent to the Association President at the same time.

ARTICLE 6 – RIGHTS OF THE BOARD

- A. Except as otherwise provided in this Agreement and under the provisions of Chapter 123, Public Laws 1974, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Toms River School District to the extent authorized by law.
- B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school districts in situations of emergency.

ARTICLE 7 – SALARIES

It is agreed upon between both parties on the following:

- A. The salary of each employee covered by this Agreement is set forth in Schedule A which is attached hereto and made a part of this agreement.

*Part-time employees will be paid at a rate of \$10.25 per hour.

*Seasonal employees will be paid at a rate of \$10.25 per hour.

- B. Night Supervisors' stipend:

1. Contract Year – 2002-2003 - \$1,300 annually
2. Contract Year – 2003-2004 - \$1,400 annually
3. Contract Year – 2004-2005 - \$1,500 annually

- C. All twelve (12) month employees shall be paid every two (2) weeks.

- D. When a payday falls on or during a school holiday, vacation or weekend, workers shall receive their paychecks on the last previous working day.

- E. All overtime will be paid according to the Supplemental Pay Schedule.

- F. All twelve (12) month employees employed on or before February 1st, will be considered to have one (1) year's experience on the following July 1st. Any twelve (12) month employee employed after February 1st, will be considered a new employee on the following July 1st.

ARTICLE 8 – HOURS OF EMPLOYMENT, HOLIDAYS AND VACATIONS

It is agreed upon between both parties on the following:

- A. Work Shifts:

1. Any employee working a shift that begins no earlier than 5:00 a.m. or terminates no later than 6:00 p.m. shall be considered on a day shift.
2. The length of a day shift shall be eight (8) hours plus one-half (1/2) hour for lunch.
3. Any employee working a shift that terminates after 6:00 p.m. shall be considered to be working a night shift.

4. The length of a night shift shall be eight (8) hours inclusive of one-half (1/2) hour for lunch.
5. Scheduling for the work week shall be as follows:
 - a. The Board shall schedule a regular five (5) day work week to include the following schedules:
 - (1) Days – Monday through Friday – any 8.5-hour time sequence between 5:00 a.m. and 6:00 p.m.
 - (2) Nights – Monday through Friday – any 8-hour time sequence between 2:00 p.m. and 11:00 p.m.
 - (3) Late Night – Tuesday through Saturday – 6:00 p.m. to 2:00 a.m. Limited to High School and Intermediate Buildings
 - (4) Flex – Tuesday, Wednesday, Thursday - 2:00 p.m. to 11:00 p.m. Saturday – 8:00 a.m. to 8:00 p.m. (1 hour combined lunch and dinner 8:00 p.m. to 9:00 p.m.). An absent on a week night will result in the employee being charged 1 sick/personal/vacation day ... an absent on a Saturday will result in the employee being charged with 1.5 sick/personal/vacation day.
 - (5) Flex Monday, Tuesday, Wednesday, Thursday – 3:00 p.m. to 11:00 p.m., Sunday - 8:00 a.m. to 4:00 p.m.
 - b. The workweek shall be forty (40) hour week with time and a half over forty (40) hours.
 - c. The number of employees and the work schedule shall be determined by the Board.
 - d. Starting time and the work schedule shall be maintained by a three (3) month trial period, with preliminary development to be mutually agreed upon.
 - e. Selection of work shifts will be determined through seniority.
 - f. Shift and custodial assignments for “1144 Hooper Avenue” and “54 Washington Street” will be posted. The Board will appoint from the list of candidates.

All current custodial employees will remain on their current shift and building assignment locations unless volunteering for one of the new shift assignments.

- B. All employees with more than one (1) year and less than seven (7) years of service shall be granted two (2) weeks vacation pay, plus, (15) paid holidays.
- C. All employees with more than seven (7) years of service will be granted three (3) weeks of vacation with pay, plus fifteen (15) paid holidays. All vacations shall be with pay.
- D. All employees with fifteen (15) years of service will be granted four (4) weeks vacation with pay, plus fifteen (15) paid holidays
- E. The days to be considered paid holidays for the 2002-2005 contract years will be negotiated with the Association prior to July 1st of each year.
- F. The period of time for vacations shall be from July 1st to June 30th, except for the two weeks prior to the opening of school and the last two weeks that school is in session. Vacation, when granted, shall be at the discretion of the Superintendent or his designated representative.
- G. If a custodian (this category only) assumes the duties of a Head Custodian, that employee shall receive Head Custodian pay after five (5) continuous workdays.
- H. No leaves shall be taken immediately prior to or immediately after holidays and vacations. Any exceptions must be requested in writing to the Superintendent or his designee and must have written approval.
- I. All new grounds employees and volunteers will work a flex week and flex shift schedule as necessary. This weekly schedule will be developed as per district need.

The Board plans to expand the use of flextime in all areas as needed.

ARTICLE 9 – OVERTIME

Overtime: Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after regular work hours, or any day other than provided in the regular work year. If necessary, overtime assignments wheels will be created by pairing buildings so that overtime can be equitably distributed among employees.

- A. At the beginning of each school year (September 1), all employees must indicate whether or not they are available to overtime assignments.
 - 1. All overtime assignments will be made from the Availability List.
- B. Each building will be responsible for taking care of its own overtime needs.
 - 1. Overtime assignments will be posted seventy-two (72) hours in advance whenever possible.
 - 2. In the event that the number of employees needed exceeds those available in a given building, extra employees will be obtained from a central pool.
 - 3. Overtime assignments will be made from a rotating list. Any employee who refuses an overtime assignment will drop to the bottom of the list.
- C. All overtime will be tabulated and paid according to the supplemental Pay Schedule.
- D. If overtime work is scheduled and no one volunteers, the least senior employee in the building must perform the overtime.
- E. All overtime will be rounded to the nearest fifteen (15) minutes at the end of each pay period. This will be remunerated at the rate of one and one-half (1½) times the hourly salary, for all hours worked over a forty (40) hour week.
- F. All overtime remuneration shall be at the proper rate and consistent with the Fair Labor Standards Act, USC 29:201, et.
- G. In the event of an emergency call-in of an employee, there will be a guarantee of minimum of two (2) hours.

- H. Employees who are assigned and show up for an activity shall be guaranteed a minimum of two (2) hours. In the event the activity is canceled, the employee assigned shall be notified n a reasonably sufficient time in advance if possible.

ARTICLE 10 – SICK LEAVE

It is agreed upon between both parties on the following:

- A. Twelve (12) month employees shall be entitled to twelve (12) sick leave days per year. This shall be as of the first day of July whether or not they report for duty on that day. New Employees sick days will be prorated on a one (1) day per month basis from initial date of employment.
- B. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- C. The Board of Education may, at its discretion, request a doctor's certificate prior to payment of salary for sick leave used.
- D. The Board, upon application, will consider hardship cases for extension of sick leave. However, any decision of the Board in such a case shall be final and binding.
- E. Employees shall be given a written account of accumulated sick leave days no later than September 1st of each year.
- F. All members, after twenty (20) years of service in the district will be paid upon retirement as follows:

Contract Year 2002-2003 - \$30 per day for unused sick leave to a maximum of \$3000.

Contract Year 2003-2004 - \$40 per day for unused sick leave to a maximum of \$4000.

Contract Year 2004-2005 - \$50 per day for unused sick leave to a maximum of \$5000.

- s. Termination of Insurance
- t. Benefit Extension
- u. Accident & Health Provisions

ARTICLE 11- INSURANCE PROTECTION

A. As of the beginning of July 1, 2002 school year, the Board shall provide the health insurance protection designated below.

1. Any new employee hired after July 1, 1994 will enjoy single coverage until three (3) years after date of full-time employment.
2. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
3. Provision of the health care insurance program shall be detailed in master policies as agreed upon by the Board and the Association and shall include:
 - a. Eligibility - Effective Date
 - b. Important Information About Your Medical Plan
 - c. Health Maintenance Organization
 - d. Hospital Benefits
 - e. Skilled Nursing Facility Benefits
 - f. Surgical Benefits
 - g. Anesthesia Benefits
 - h. Assistant Surgeon Benefits
 - i. Laboratory and X-Ray Benefits
 - j. Radiotherapy Benefits
 - k. Prescription Drug Benefits
 - l. Emergency Accident Benefits
 - m. Major Medical Benefits
 - n. Medical Conversion Privilege
 - o. General Limitations
 - p. Medicare Eligibles
 - q. Coordination of Benefits
 - r. Payment of Benefits

4. Prescription Plan - \$5.00 co-pay for generic drugs and \$10.00 for name brands
5. Dental Plan – no deductible
6. Optical - Family plan, \$10.00 co-pay to cover the annual cost of eye examinations, lenses and frames.

The Toms River Board of Education and the Custodial, Grounds and Security Association agree that the Board has the latitude to investigate and implement alternate carriers for prescription drugs, dental and major medical carriers to provide that all benefits and acceptability remain equal or better.

- B. All employees, including new employees when eligible, shall receive from the Board a description of the health care insurance coverage provided under this Article. The Board will issue any revisions when necessary.
- C. The insurance protection becomes effective six (6) months after the date of employment.
- D. Subject to approval by the carrier, retirees shall be permitted by advance payment to purchase group health insurance at the group rate, at no cost to the Board of Education at the COBRA rate.
- E. Part-time workers employed prior to July 1, 1999, who worked consistently forty (40) hours per week, will be given one-half (½) year's credit for every year worked towards family coverage for medical benefits.
- F. Any employee who is on an "off-payroll" status will be required to reimburse the Board on a per diem rate for the cost of the insurance.

ARTICLE 12 - TEMPORARY LEAVE OF ABSENCE

A. Employees are entitled to the following non-accumulative leaves of absence with full pay each year.

1. No leaves shall be taken immediately prior to or immediately after holidays and vacations. Any exceptions must be requested in writing to the Superintendent or his designee and must have written approval.
2. Employees are entitled to three (3) days of personal non-accumulative leave, subject to advance notice and approval secured from the Superintendent. No more than five (5) employees will be granted leave on any one given day. Unused personal days to be transferred to the sick bank as of July 1, 1988. These days can only be used at retirement for reimbursement.
3. Up to five (5) school days at any one time shall be granted to employees in the event of a death of an employee's spouse, child, mother or father, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, spouse's grandparent, or any person with whom the employee has made his home and any other member of the immediate household, provided he attends the funeral or other suitable observance.
4. No leave of absence, with or without pay, shall be granted due to the requirements of a second job.
5. If an employee is subpoenaed for jury service by Court of Law to appear on behalf of the Board, such employee shall do so without loss of pay.
6. If at any time during the term of service an employee is not required to report to the Court, he must report to work.
7. Other leaves of absence with pay must be granted by the Board for good reason. The Board's decision is not subject to arbitration.
8. Personal leave must be taken for a full day.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE 13 - EXTENDED LEAVES OF ABSENCE

A. Maternity - Natural Birth and Adoption: The Board shall grant maternity leave without pay to any employee upon request, subject to the following stipulations and limitations:

1. Maternity leave shall commence on the date requested by the employee.
2. Any employee granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
3. Any employee granted maternity leave shall at her request be restored to the same or equal position vacated at the commencement of said leave.
4. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.
5. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue.
6. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5.1 et seq, The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and the United States.
7. Any female employee adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption.
8. The employee on said leave shall notify the Superintendent of Schools no later than (30) days prior to her intention to return.

B. Illness in the family:

1. A leave of absence without pay of up to one (1) year may be granted by the Board of Education for the purpose of caring for a sick member of the employee's immediate family.

2. Other leaves may be granted by the Board but the Board's decision is not subject to arbitration.
- C. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return. However, his position on the seniority list will reflect his one (1) year absence.
- D. An employee given a leave of absence by the Board shall continue on the board's insurance and medical policies provided:
 1. The premium for three (3) months shall be paid in advance by the employee on leave and shall continue to be paid three (3) months in advance during the approved leave of absence.
 2. If the employee fails to pay in advance in accordance with paragraph (one) 1 above, a thirty (30) day grace period shall be allowed and if the three (3) months payment is not made within this period, coverage shall lapse.

ARTICLE 14 - SENIORITY

- A. The status secured by length of service in the Toms River Schools to which certain rights hereinafter are defined:
 1. A separate seniority list will be compiled by the Supervisor of Custodians, Supervisor of Security or Grounds Supervisor based on the employee's first day of employment as a regular employee.
 2. In the event of the necessity of staff reduction, layoff shall start at the bottom of the seniority list. The last employee laid off will be the first to be rehired. This seniority right shall not continue for more than one (1) year.
 3. All job openings involving change of duties or increased compensation shall be posted. Assignment will be made on the basis of past performance and acceptance of responsibility which includes attendance and tardiness records. Consideration will be given to seniority.
 4. A complete seniority list shall be posted in all schools by October 1st each year.
 5. Seasonal employees and part-time employees are not eligible to accrue seniority and are not eligible for holiday pay.

ARTICLE 15 – PROTECTIVE CLOTHING/SAFETY GEAR

The attached list for custodians, security and grounds has been agreed upon between both parties.

- A. Any employee whose duties require him to function as a school crossing guard or work outside during inclement weather shall be provided with boots, raincoat and hat. This clothing shall be of the proper color and style to insure safety while directing traffic.
- B. The Board of Education will provide coveralls when necessary.
- C. Work gloves will be provided for loading and unloading trucks.
- D. Failure on the part of any employee to follow safety directives, to adhere to appropriate safety procedures or to wear appropriate safety clothing or gear

in the performance of related work will be considered grounds for discipline under Article 20 of this Agreement.

E. Custodial Uniforms:

1. Employees will be required to wear an approved uniform for work each day, which will include steel tipped work shoes, shirts, and pants.
2. For each year of the contract, the custodians will receive the following:
 - a. 3 pairs of pants
 - b. 3 golf shirts
 - c. 2 pairs of shorts
 - d. 3 T-shirts
 - e. 1 pair of safety shoes (allowance - \$65.)
 - f. 2 hooded sweatshirts /or 1 winter jacket (for length of contract)
3. Part-time Custodians will receive 3 T-shirts (working less than 1 year for Toms River Board of Education), 5 T-shirts for all others

F. Security Department Uniforms

1. For each of the contract, the security officers will receive the following:
 - a. 3 long sleeve shirts
 - b. 3 short sleeve shirts
 - c. 3 trousers
 - d. 1 winter jacket (for length of contract) or winter boots (\$95.) length of the contract
 - e. 1 pair of work shoes (allowance \$65.)
 - f. 2 wind breakers for the length of the contract

2. Part Time Security

- a. as per the discretion of the department's supervisor

G. Grounds Department Uniforms

1. For each year of the contract, grounds employees will receive the following:
 - a. 5 denim jeans
 - b. 5 short sleeve shirts
 - c. 3 T-shirts
 - d. 3 pairs of shorts
 - e. 1 winter jacket and 2 hooded sweatshirts (for the length of contract)
 - f. 2 pairs of work shoes/or boots (allowance - \$95.)

2. Part time Grounds

- a. as per the discretion of the department's supervisor

ARTICLE 16 - MEDICAL EXAMINATIONS

- A. The Board may at its discretion require medical examination by a physician designated by the Board to determine fitness for duty. The fee for any medical examination mandated by the Board will be paid by the Board.

ARTICLE 17- BOILER LICENSES

It is agreed upon between both parties that the black seal license will be increased as follows:

- Contract Year 2002-2003 - \$500
- Contract Year 2003-2004 - \$550
- Contract Year 2004-2005 - \$600

It is agreed upon between both parties that the CDL for grounds employees will be increased as follows:

- Contract Year 2002-2003 - \$500
- Contract Year 2003-2004 - \$550
- Contract Year 2004-2005 - \$600

- A. Any Custodian currently employed who holds a current Fireman's Black Seal License, low pressure, and is able to demonstrate a functional knowledge of the mechanical operation of the building to which he is assigned, and is presently being paid, will be paid an extra four hundred and fifty (\$450.00) dollars per year. This pay will be included in the base pay of the Custodian.
- B. No new Custodians will be trained or paid for holding a Black Seal License until there is a need for additional licensed Custodians; as need arises for the new Black Seal Licensed Custodians, they will be offered the job opportunity following the seniority list.
- C. The renewal fee for the Fireman's Black Seal License will be paid by the Board. This payment will also be included in the base pay.

ARTICLE 18- HAZARDOUS WEATHER CONDITIONS

- A. All unit members must report to work for their regular assigned shift.
- B. All unit members assigned to a day shift must report to work no later than 10:00 A.M.
- C. Any unit member who does not report to work will lose that day's pay. Vacation time and personal days will be permitted, if approved, at least forty-eight (48) hours in advance.
- D. All Security personnel are to report at their regular shift.

ARTICLE 19 - EMPLOYEE ADMINISTRATIVE LIAISON

The Association's representatives shall meet the Superintendent or the Superintendent's designee at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

ARTICLE 20 - DISMISSAL AND DISCIPLINARY ACTION

- A. No employee shall be discharged except for just cause.
- B. Employees will serve a six (6) month probationary period. Any employee may be dismissed during the probationary period without prior warning. Each employee shall receive a written evaluation from his immediate supervisor ninety (90) days after the beginning of his employment.
- C. For any actions of an employee that do not call for immediate dismissal or suspension, the following shall apply:
 - 1. First offense: Verbal warning by the building principal or area supervisor.
 - 2. Second offense: Written warning by the building principal or area supervisor.

3. Third offense: Three (3) days suspension without pay, copy of suspension notification to the Association.
4. Fourth offense: Dismissal.
5. One (1) year of good behavior will remove a second offense written warning. Two (2) years of good behavior will remove a third offense written warning.

ARTICLE 21 - PERSONAL FREEDOM

- A. The Board and the Association agree that the private and personal life of a worker is not within the appropriate concern or attention of the Board except as it may interfere with the worker’s responsibilities to and relationship with students and/or the School system.
- B. The Board and the Association agree that workers will be entitled to full rights of citizenship, and no religious or political activities of any worker outside of school or the lack thereof will be grounds for any disciplinary action or discrimination with respect to the employment of such worker, providing they do not violate the Constitution and the Laws of the United States, the Constitution of the State of New Jersey and Statutes of the State of New Jersey.

ARTICLE 22 - DEDUCTIONS FROM SALARY

- A. Association Payroll Dues Deduction:
 1. The Board agrees to deduct from the salary of its employees dues for the Toms River Custodian Association, the New Jersey Education Association, or the National Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A.52: 14-15.9e) and under rules established by the State Department of Education. Such monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Toms River Custodian Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such charge.

- B. Local, State and National Services: The Board agrees to deduct from employee’s salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

ARTICLE 23 – TRANSFERS

- A. The Board reserves the right to assign employees to any school or shift which best meets the needs of the school system. This right will not be exercised arbitrarily or capriciously.
- B. Transfers to fill vacancies caused by volunteers and/or new hires for the Custodians’ flexible workweek shall be as follows:
 1. Posting shall be made for seven (7) calendar days with a copy to the Association President and vacancies shall be filled by Custodian district seniority.

ARTICLE 24 - PROMOTIONS

- A. Positions include: Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the Administrator-Supervisory levels of responsibility including but not limited to positions as Head Custodian, Head Grounds Keeper, Night Custodial Supervisor. All vacancies in promotional positions shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. Date of position:

When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days

before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's Office for continual consideration for future vacancies for one (1) year from date of application. For future consideration, applications must be renewed annually thereafter by the employees.

- B. All qualified employees shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. In both situations set forth in Section A above, the qualifications for the positions, its duties, and the rate of compensation shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore.

ARTICLE 25 - EMPLOYEE EVALUATION

- A. 1. All monitoring or observation of the work performance of employees shall be conducted openly and with full knowledge of the employee.
- 2. All employees will be evaluated at least once a year.
- 3. This evaluation is to be done by an employee's supervisor, e.g. Head Custodian, Custodial Supervisor, Grounds Supervisor or Security Supervisor.
- 4. All evaluations will be reduced to a written statement reflecting the employee's strengths and/or weaknesses and as necessary commendations/suggestions for improvement.
- 5. An employee shall be given a copy of each evaluation report prepared by his/her evaluator prior to a formal conference to discuss the report.
- 6. The Custodial Supervisor, Grounds Supervisor and Security Supervisor shall establish a folder for all their employees. A copy of all employee evaluations will be kept in this folder. All folders will remain in the possession of the appropriate supervisor.

- 7. Whenever an employee leaves the district, the evaluation folder is to permanently filed in the Superintendent's Office.

- B. Once a year, upon two (2) working days' notice, an employee shall have the right to review the content of his/her personal file and to make reproduction of non-confidential file materials at his/her expense. No more than ten (10) employees on any one (1) day shall be given such review rights and no materials shall be removed from the file. An employee shall have the right to submit a written answer to any material contained in his/her file and have it attached to such material.
- C. Any employee shall have the right to make a request in writing for an observation of his/her work for the purpose of his/her personal improvement of working methods and techniques.
- D. Any material which is of a derogatory nature and is to be placed in the personnel file shall be reproduced and a copy given to the employee involved.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

- A. If any provision of the Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provision is held to be contrary to the law, the parties shall meet immediately to negotiate a provision to replace the illegal provision.
- B. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training or disciplining of employees; or, in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex or marital status.
- C. Nothing in the Agreement which changes pre-existing Board Policy, rules or regulations shall operate retroactively unless expressly so stated.
- D. Copies of this Agreement shall be printed and the expense shared equally by the Board and the Association as soon as possible after the Agreement is signed. A copy shall be presented to all employees now employed or

thereafter employed.

E. Savings Clause:

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

F. Notice:

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by the following addresses:

1. If by the Association to the Board at:
1144 Hooper Avenue, Toms River, N.J. 08753
2. If by the Board to the Association:
959 Hunt Drive, Toms River, N.J. 08753

ARTICLE 27 - REPRESENTATION FEE

A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
2. A statement that the Association has established a “demand and return system” in accordance with the requirement of N.J.S.A. 34:13A-5.4.
3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph C below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. Payroll Deduction Schedule: The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deduction will begin with the first paychecks:

- 1 In November; or
2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee’s employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

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

E. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

ARTICLE 28 - DURATION OF AGREEMENT

The new Negotiations Agreement will be for the period of July 1, 2002 to June 30, 2005.

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 whereon, all on the day and year first above written.

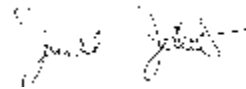
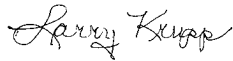
FOR THE ASSOCIATION:

FOR THE BOARD:



It's President
Walter J. Wajda

It's President
Meera Malik



It's Vice President
Larry Krupp

It's Secretary
Jerald A. Jellets

Custodians, Grounds and Security

Step	Year 1 - 2002-2003
1	\$22,200.00
2	\$23,500.00
3	\$24,500.00
4	\$25,500.00
5	\$26,000.00
6	\$27,300.00
7	\$28,500.00
8	\$29,500.00
9	\$31,500.00
10	\$32,900.00
11	\$33,300.00
12	\$35,000.00
13	\$36,200.00

Custodians, Grounds and Security

Step	Year 2 – 2003-2004
1	\$22,500.00
2	\$23,200.00
3	\$24,500.00
4	\$25,500.00
5	\$26,600.00
6	\$27,200.00
7	\$28,500.00
8	\$29,700.00
9	\$30,800.00
10	\$32,800.00
11	\$34,400.00
12	\$34,800.00
13	\$37,000.00
14	\$37,500.00

Custodians, Grounds and Security

Step	Year 3 – 2004-2005
1	\$22,500.00
2	\$23,500.00
3	\$24,200.00
4	\$25,500.00
5	\$26,600.00
6	\$27,700.00
7	\$28,300.00
8	\$29,650.00
9	\$30,900.00
10	\$32,050.00
11	\$34,150.00
12	\$36,175.00
13	\$38,750.00

