

AGREEMENT

Between

FRANKLIN TOWNSHIP SCHOOL SUPPORT ASSOCIATION

and

BOARD OF EDUCATION OF FRANKLIN TOWNSHIP

SOMERSET COUNTY, NEW JERSEY

July 1, 2002 - June 30, 2005

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PREAMBLE

This Agreement is entered into this 1st day of July 1, 2002 by and between the Board of Education of Franklin Township, County of Somerset, New Jersey, hereinafter called the "Board", and the Franklin Township School Support Association, hereinafter called the "Association".

ARTICLE 1
RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining agent for all employees covered by this Agreement in all matters pertaining to rates of pay, wages and/or salaries, hours of work, benefits, and other terms and conditions of employment.

B. The provisions of the Agreement shall apply to employees of the Board in the following job classifications: custodians-in-charge; custodians; cleaners; grounds workers; maintenance workers; bus/van drivers; food courier; cafeteria manager; head custodian; assistant head custodian; head grounds worker; cafeteria workers; and campus security personnel.

C. Employees not covered by this Agreement are as follows: office and clerical employees; professional employees; administrative employees; supervisors within the meaning of the New Jersey Employer-Employee Relations Act; and paraprofessionals.

D. Unless otherwise indicated, the term "employees" shall refer to both male and female employees and the masculine pronoun shall include the feminine.

E. Substitutes are defined as temporary employees hired on an hourly basis who do not receive benefits.

F. If the Board creates a supervisory position such as "Chief Custodian," in place of a bargaining unit position such as "Head Custodian," the new position will be outside the unit because those appointed to the new position will evaluate bargaining unit staff.

ARTICLE 2
NEGOTIATIONS PROCEDURE

A. The parties agree to exchange proposals for collective negotiations over a successor Agreement in accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended; and negotiations shall begin in accordance with law.

B. Neither party in any negotiations shall have any control over the selection of the negotiations representative of the other party.

C. This Agreement incorporates the entire understanding of the parties on all 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 within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Association for the duration of the Agreement.

ARTICLE 3

GRIEVANCE AND ARBITRATION PROCEDURE

A. 1. A "grievance" is a claim by an employee, group of employees, or the Association, based upon the interpretation, application, or violation of policies, agreements, or administrative decisions affecting them. In no event shall a grievance, as defined aforesaid, be subject to Step 4 of the Grievance Procedure set forth herein.

2. A grievance which is subject to all four (4) steps of the Grievance Procedure set forth herein, shall be a claim by an employee or a group of employees of the Association, confined to and based upon an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.

3. As used in this Article, the term, "working days" shall be Monday through Friday, except holidays.

B. A grievance to be considered in this procedure must be initiated by the employee within twenty (20) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit 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 acceptance of the decision rendered at that step. The time limits may be extended or shortened by mutual agreement in writing.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe applicable rules and regulations of the Board until such grievances have been fully determined.

STEP 1. The grievance shall be discussed with the employee involved and the Association representative with the immediate supervisor designated by the Board.

The answer shall be in writing and made within five (5) working days by such immediate supervisor to the Association.

STEP 2. If the grievance is not settled at Step 1, the same shall within ten (10) working days be reduced to writing by the Association and submitted to the Superintendent or designee. The written grievance shall set forth in detail the facts and circumstances giving rise to the grievance and, in the case of an arbitrable grievance, specifically state the provisions of this agreement which are alleged to have been violated. The answer to such grievance shall be made in writing with a copy to the Association within ten (10) working days of submission.

STEP 3. If the grievance is not settled at Step 2, then the Association shall, within five (5) working days of the receipt of the answer at Step 2, submit the grievance to the Board of Education in writing through the Superintendent. A hearing shall be scheduled with the grievant by the Board at a mutually reasonable time. The hearing shall be held within twenty (20) working days of receipt of the grievance. The Board's decision shall be forwarded by the Superintendent or a named designee to the grievant and to the Association within ten (10) working days of the hearing.

STEP 4.

1. If the grievance is not settled at Step 3, then the Association shall have the right within ten (10) working days to submit the grievance to arbitration, if arbitrable under Section A. A joint request for a list of arbitrators will be made to the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

2. The Arbitrator shall have full power to hear the dispute and make a final determination, that shall be binding on both parties. The Arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner whatsoever. The Arbitrator shall confine himself to the dispute in question.

E. Costs.

1. Each party shall bear the total costs incurred by themselves.
2. The fee and expenses of the arbitrator are the only costs which will be shared by the two (2) parties and such costs will be shared equally.
3. Grievance hearings shall be scheduled at a time mutually acceptable to the Board and the Association. To the extent that a hearing is scheduled during working hours, no employee shall suffer a loss of pay if required to attend such a hearing.

F. Rights of Employee to Representation

1. Any aggrieved person may be represented at any or all steps of the grievance procedure by an Association representative, by a representative of his own choosing, or by himself.
2. When an employees is not represented by the Association in the processing of a grievance, the Association shall at the time of the submission of the grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in process, have the right to be present, may state its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of the decision rendered.
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 grievance.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include any parties in interest and their designated or selected representatives.

G. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing at Step 2.

H. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

ARTICLE 4

EMPLOYEE RIGHTS

A. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any charge or inquiry into a matter which could adversely affect the continuation of that employee in his office, position, or employment, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a designated representative of the Association present to advise him and represent him during such meeting or interview.

B. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

C. An employee shall be provided the opportunity to attach his written comments to his evaluation report, and these comments shall be deemed a part of said report.

D. Twelve (12) month employees shall be notified as to whether their contracts are renewed for the next year not later than June 15th. Ten (10) month employees shall be notified as to their employment status for the succeeding school year not later than June 30th. Notification of employment status may, in the case of bus/van drivers, be delayed in case of an emergency.

E. The discharge, suspension, or discipline of a permanent employee shall only occur for just cause and shall be undertaken in accordance with the following procedure:

1. First Step:

An employee who is believed to have committed a minor violation of disciplinary or work rules shall, prior to any disciplinary action being taken, be granted a conference with a supervisor at which he will be fully informed of the nature of the violation and the evidence relied upon and given the opportunity to respond. The employee shall be permitted to have a representative of his own choosing present at the conference. If, after review of all the evidence received at the conference, it is determined that a violation occurred, the employee shall be given an oral reprimand consisting of a statement describing the conduct, a notice that the conduct is a violation of disciplinary or work rules, and a warning that the same or similar conduct in the future will result in further disciplinary action.

The supervisor administering the reprimand shall make a written record of its occurrence, setting forth the date, the time, and the substance of the reprimand. The employee and the Association President shall be given notice that a written record of the reprimand has been made.

2. Second Step:

An employee who is believed to have committed a further minor violation of disciplinary or work rules after receiving an oral reprimand shall be required to attend a disciplinary conference at which he will be fully informed of the nature of the violation(s) and the evidence relied upon and given the opportunity to respond. The employee shall be permitted to have a representative of his own choosing present at the conference. If, after review of the evidence received at the conference, it is determined that a violation has occurred, the employee shall be issued a written reprimand describing the nature of the events, giving notice that the conduct constitutes a repeated violation of disciplinary work rules, and a warning that the same or similar conduct in the future may result in further disciplinary action, including suspension without pay or discharge.

3. Third Step:

a. An employee who is believed to have committed a further minor violation of disciplinary or work rules after receiving a written reprimand or who is believed to have committed a major violation of disciplinary or work rules shall be granted a hearing, upon advance notice of the purpose of the hearing, the nature of the violation alleged, and of the right to representation. At the hearing the employee shall be fully informed of the nature of the violation and of all of the evidence in support of the charge, and shall be afforded a full opportunity to make whatever response he deems appropriate. If, after review of all of the evidence received at hearing, a violation is determined to have occurred, discipline appropriate to the circumstances shall be imposed, including the issuance of a final warning, suspension without pay, and/or discharge.

b. The imposition of any Third Step discipline shall be accompanied by a written statement of reasons for the disciplinary action and shall, if based on an accumulation of violations, specify each violation taken into consideration.

4. Fourth Step:

In the event that administrative staff has determined following a Third Step hearing that an employee should be disciplined by either suspension without pay or discharge, the administration shall make immediate recommendation to the Board of Education for such action. The employee who is the subject of such a disciplinary recommendation involving discharge or suspension without pay may request that, at the same time the Board of Education considers the Administration's recommendation on discipline, the Board conduct a grievance hearing at the third step of the grievance procedure.

5. Notice to the Association:

The Board of Education shall provide direct notice to the President of the Association of any discipline case. Said notice shall be given prior to scheduling the hearing at the Third Step.

6. Standards:

Any discipline imposed at either the Third or Fourth Step shall be appropriate to the circumstances of the specific case, such circumstances to include the severity of the offense, the employee's prior work and disciplinary records, and any credible explanations for the conduct offered by the employee.

7. Definitions:

a. For the purposes of this contractual disciplinary procedure, a minor offense shall be defined as including tardiness for work; excessive absenteeism; failure to perform duties in accordance with the job description; failure to carry out directives of superiors; failure to wear required safety gear, such as back supports, eye protection, noise limiting devices, etc.; inefficiency or negligence in the performance of duties; and any other misconduct of a similar magnitude. An employee will not be subject to discipline for failure to wear safety gear provided by the Board unless the employee has been notified in writing of the need to wear the safety gear and has been provided with instruction as to its proper use.

b. For purposes of the discipline procedure, a "major violation" shall be defined as including being under the influence of alcohol or drugs on duty; theft; gross insubordination; the use of threats or violence against any superior, co-worker, or a user of school facilities; fraudulent submission of time records or illness reports; willful destruction of Board property; gross or willful neglect causing a threat to the safety of the employee or others; possession, sale, or use of alcohol or unlawful drugs on school district property; repeated minor offenses of the same nature; and any other offense of a similar magnitude.

F. Evaluations Employees shall be evaluated once a year. The evaluation will be discussed with the employee, who may attach his or her comments to it. The employee will sign the evaluation to demonstrate that it was discussed and that he or she had the opportunity to comment upon it. Evaluations will be performed by non-bargaining unit supervisors who may request input from appropriate individuals within the bargaining unit.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings; provided approval has been granted by the Superintendent, which approval shall not be unreasonably withheld.

B. The Association shall have the right to reasonable use of the school mailboxes and the interschool mail facilities.

C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations.

D. Bulletin Boards.

1. The Board will provide space on centrally located bulletin boards which will be for the exclusive use of the Association.

2. Materials to be posted on such bulletin boards will be delivered to designated Board offices by the Association two (2) days in advance of the proposed posting and include a requested date of posting and removal. The Association may post:

- a. Notice of Association meetings;
- b. Notices concerning official Association business; and
- c. Notices covering social and recreational events.

3. No materials will be posted which contain profane or obscene language, which is defamatory to the Board or its representatives and employees, which is critical of or condemns the methods, policies, or practices of the Board, or which constitutes election campaign material.

E. In the event that the Board or the parties schedule a disciplinary conference at which the employee is entitled to representation, or a grievance or negotiations proceeding at which the Association is entitled to representation, during the

Association President's scheduled work hours, then he shall be released from work without loss of pay in order to attend such meetings.

F. The Association shall have up to ten (10) days of leave without loss of pay each year for the performance of Association business. The Association President shall give advance notice to the Board Secretary of when and by whom such leave will be taken.

ARTICLE 6
PROBATIONARY PERIOD

A. The first sixty (60) working days of employment for all new employees will be considered a probationary period. The employer through its representative, may request of the Association an extension of the probationary period for an additional thirty (30) working days where the employer believes the sixty (60) working days' probationary period is insufficient. In all cases where this request is reasonably justified, the same will be granted.

B. During the aforementioned probationary period, the employer may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The employer shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the probationary period.

C. 1. Whenever a substitute is assigned to fill the same vacant position for an extended period of time, time spent in that assignment shall count toward the completion of the probationary period.

2. Any substitute assigned to fill the same vacant position for more than thirty (30) days shall receive the same pay and fringe benefits as a regular contractual employee.

3. For the purpose of this provision, a vacant position is defined as one from which the previous holder has departed by reason of discharge, resignation, retirement or death.

4. A substitute assigned to fill a position temporarily left vacant by reason of a leave of absence granted to the regular employee shall, if appointed to a regular position after sixty (60) or more days of service as a substitute in the same

temporary vacancy, have the length of his/her probationary period reduced to thirty (30) days from the effective date of the appointment.

5. If the substitute assigned to fill either a vacant position pursuant to Paragraph 1 above, or a temporarily vacant position pursuant to Paragraph 4 above, is appointed to a regular position, the time served from the date of initial assignment to the position shall be credited for purposes of seniority, longevity, and vacation accrual.

ARTICLE 7

HOURS AND CONDITIONS OF WORK AND OVERTIME

A. The regular work week in effect at the signing of this Agreement with respect to all titles covered by this Agreement, will remain in effect for the duration of this Agreement. However, if the Board finds it necessary to make a change in the work week, prior to the change the Board will discuss the matter with the Association. Custodial employees shall be assigned to a regular work week of five (5) consecutive days, Monday through Friday, for a total of forty (40) hours. Overtime rates shall be paid on all hours worked in excess of forty (40) hours in a week.

B. The Board agrees to issue payment for overtime on a semi-monthly basis for the preceding overtime reporting period.

C. The Board agrees to continue a regular schedule of twice monthly payments.

D. Except as provided in A. above, the Board agrees to pay overtime as follows:

1. Any work performed beyond the normal forty (40) hour work week shall be compensated at the rate of time and one-half;

2. Any employee required to work beyond the forty (40) hour week on Sunday or a holiday shall be compensated at the rate of double time.

3. Time and one-half shall be paid to full-time 10 month staff for all hours worked over 8 hours in a day during the first and last weeks of school.

E. Employees called back to work after the conclusion of their normal work day shall be guaranteed a minimum of three (3) hours pay at the applicable compensation rate. Employees assigned overtime on a weekend shall receive a minimum of three (3) hours pay in the event they report to work and the activity is cancelled.

F. The Board shall have the right to assign overtime work upon proper notification. In the event no employee accepts the overtime assignment the Board of Education has the right to assign the least senior qualified employee.

G. Premium pay for custodians, whose normal working day begins at 3:00 p.m. or later, shall be paid on the following basis:

1. B Shift - 3:00 p.m. to 7:00 p.m.; 7:00 p.m. to 7:30 p.m. (unpaid dinner); 7:30 p.m. to 11:30 p.m.
2. C Shift - 6:30 p.m. to 3:00 a.m. including an unpaid lunch between 10:30 p.m. and 11:00 p.m.

H. Employees shall remove snow in areas which cannot be reached by snow removal machines. Those areas include, but are not limited to, outdoor stairways, recess entrances, or small areaways or walks.

I. Employees covered by this Agreement shall be granted two (2) ten-minute coffee breaks per eight (8) hour shift without loss of pay.

J. Any employee who is required to work twelve (12) or more hours in a single working day shall be granted a one-half hour lunch period in addition to his/her normal lunch/dinner break without loss of pay for such lunch period. He or she shall be granted a lunch allowance in the amount of \$4.25 after the above-mentioned twelve hours, and shall be granted an additional one-half hour lunch period per each additional four hours worked over the above-mentioned twelve hours.

K. If it is necessary for an employee to use his personal car for official school business, he shall be reimbursed according to Board policy governing mileage allowances.

L. Advance Schedule Overtime

1. Advance scheduled overtime shall be distributed as equally as practical among the employees of the particular school where said employees are qualified and capable of performing the work available in said school where such

overtime is required. The determination of whether employees are qualified and capable shall be in the sole discretion of the School Board.

2. Advance scheduled overtime for Maintenance and Grounds personnel shall be distributed as equally as is practical among the employees qualified and capable of performing the work available. The determination of whether the employees are qualified and capable of performing said overtime shall be in the sole discretion of the School Board.

3. Advance scheduled overtime, which is offered but refused by any employee, shall be counted as overtime worked by said employee for the purpose of determining the equitable distribution of overtime to the remaining employees.

4. A record of overtime assignments will be made available to the Association upon request in order to determine whether overtime has been distributed in accordance with 1, 2, & 3 above.

M. The work year for campus security personnel shall be 188 days, not to exceed the teacher work year, including six paid holidays and two floating holidays as granted in Article 19. Campus security personnel shall be entitled to overtime pay of one and one-half the regular rate when overtime beyond forty (40) hours is assigned.

N. In the event of an entire school trip, the Food Service Director shall make an effort to give the cafeteria workers and manager an assignment for the day.

O. "A" Shift Assignments shall be made on the basis of a staggered schedule such that the custodians may be assigned a starting time not earlier than two hours before the starting time of the school to which they are assigned and not later than 11:00 a.m. Notice of work schedule shall be given a month in advance of any change in starting time except when the change in starting time is the result of new starting times established for the school(s). Premium payment for hours worked after 3:00 p.m. shall be paid pursuant to Sections G.1 and 2.

P. During the summer months when school is not in session, all custodians shall be assigned to the "A" shift unless required by the Supervisor of Buildings and Grounds to work on a different shift, however, not more than 3 custodians per day and not more than 2 custodians per school shall be assigned to the "B" shift. Only custodians who work on the "B" shift during the school year can be assigned to the "B" shift during summer months. No extra premium beyond the normal "B" shift rate shall be paid. The Administration has the discretion to approve voluntary requests for assignment to other shifts, as needed..

ARTICLE 8

SENIORITY

A. Seniority shall mean a total of all periods of employment within classification covered by this Agreement, except that an employee shall lose seniority rights only for any one of the following reasons:

1. Voluntary resignation;
2. Discharge for just cause;
3. Failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The Board may require substantiating proof of illness or accident); and

4. Continuous lay-off beyond recall period for reemployment outlined in this Agreement.

B. If new employees or substitutes are retained beyond the probationary period as regular employees, their length of service with the Board beginning with the original date of their employment and their names shall be placed on the seniority list.

C. In determining seniority within classification, the Association President serving at the time shall be given top seniority within his classification.

ARTICLE 9

LAY OFF AND RECALL

A. When it is necessary to lay off employees, the Association President or a designated area representative shall be notified at once and the layoffs will be conducted in accordance with the following provisions:

1. Permanent employees within a classification will not be laid off before emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions, or employees serving in working test period within the classifications affected.

2. The Board shall provide a minimum of thirty (30) calendar days notice of layoff to all employees.

3. Job classification seniority shall be a determining factor to be considered when identifying which permanent employees are to be laid off.

B. Permanent employees affected by layoff requirements may exercise bumping rights within their current job classification, in an equal or lower job classification, and in any classification that the employee has at least two (2) years full-time experience within the district.

C. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list shall be given preferential consideration over any other type of applicant for appointment to the job classification and no employee shall be hired to that classification until all employees on layoff status desiring to return to work shall have been recalled, provided such employees on layoff status are capable of returning to work. The employee must provide the Board with any address change while waiting for recall. This preferential list shall be in effect for a period of eighteen (18) months.

D. Permanent employees will be recalled to work in the reverse order in which they were laid off by the appointing authority. Notice of recall will be made in writing by certified mail to the employee's home address of record.

E. Employees responding to recall will respond in accordance with the following provisions:

1. An employee who is recalled must respond within five (5) calendar days of the receipt of the notice of certification of recall; or within ten (10) days of the mailing.

2. Employees failing to respond within the foregoing time lines will be considered to have abandoned their recall rights. Furthermore, employees who fail to report for reinstatement within the specified time limit will be considered to have resigned.

3. Employees recalled to a job classification with a lower salary rate than the previous job classification may refuse such position and remain eligible for recall.

F. An employee on layoff accrues no additional sick leave or vacation credit.

ARTICLE 10

TEMPORARY SUBSTITUTION IN HIGHER CLASSIFICATION

A. The compensation paid for a temporary substitution in a higher classification, which is in effect at the time of the signing of this Agreement, shall remain in effect during the term of this Agreement.

B. Compensation for temporary substitution in higher classification shall be as follows:

1. Custodians, grounds workers, and maintenance personnel assigned to higher classification on a temporary basis shall be compensated at the rate of pay for the higher classification for each full day of assignment to the higher classification if assigned to the higher classification by the Supervisor. In accordance with practice, grounds workers may be assigned to indoor tasks without change in classification or pay rate.

2. Cafeteria: personnel will be compensated at the rate established for the higher classification for each full day that the employee is required and directed by his supervisor to work in such higher classification.

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE

A. Funeral leave. An individual employee may apply for and shall be granted a maximum of five consecutive business days, not including weekends or holidays, associated with the death, funeral, or mourning period of a member of the employee's immediate family. An employee's immediate family shall consist of the following: spouse, father, mother, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law or daughter-in-law, grandchildren, or any member of the family living in the household of the employee.

B. An individual employee shall be given one (1) day with pay as funeral leave for a death in the employee's family but a death which is not considered in the immediate family. Not in the immediate family shall consist of the following: aunt, aunt-in-law, uncle, uncle-in-law, niece, nephew, grandparents, grandparents-in-law, first cousin, brother-in-law, and sister-in-law.

C. Jury Duty.

1. Jury duty is the responsibility of every citizen. Therefore, unless there is strong evidence that the employee who is absent from work would seriously handicap or impair in any way the operation of their position, the employee shall be expected to serve.

2. Regardless of the length of time in performing this responsibility, the employee's service record will remain unbroken.

3. The employee will receive pay during the period of jury service equal to his/her regular wages, provided the employee pays over his or her jury duty pay to the Board. The employee shall retain all monies received for travel expenses.

4. If an employee reports for jury duty and is excused that day, s/he shall be required to report back to his or her job for work, as soon as practical thereafter, except such employee shall not be required in said instance if there is less than four (4) hours remaining in his or her work shift.

D. Personal leave.

1. Personal leave is defined as leave taken only for purposes of dealing with personal business which cannot be conducted outside of regular working hours.

2. Employees covered by this Agreement are eligible to receive three (3) days personal leave per school year. Application should be made to the immediate supervisor at least 24 hours in advance of scheduled shift and must be approved by the Superintendent or his designee. The required notice shall be waived by the Superintendent or designee in the event of emergency. Documentation of the emergency may be required. Personal leave the day before or after a holiday or holidays may be granted at the sole discretion of the Superintendent or his designee. If a written request for personal leave is made at least two (2) weeks in advance, the employee will receive a written response within one (1) week after the request is received; and, if such request is approved, it will not be rescinded.

3. Unused personal leave shall be accumulated as sick leave for the next following year.

ARTICLE 12

EXTENDED LEAVES OF ABSENCE

A. In the discretion of the Board, which shall not be unreasonably withheld, a limited number of leaves of absence, without compensation, for a limited period, not to exceed one hundred twenty (120) days, may be granted for a reasonable purpose. Should the employee desire an extension of the above referred to leave of absence, he may apply for the same by notifying the Board in writing at least two (2) weeks prior to the last day of his current leave. Extensions of leaves of absence may be granted at the sole discretion of the Board and failure to grant the same shall neither be grievable nor arbitrable by the employee.

B. The employee desiring such leave shall submit, in writing, his or her request for leave, dates of leave, and purpose for requesting such leave.

C. This provision shall not apply to temporary employees.

D. Military leave shall be granted to employees pursuant to federal and state statutes.

E. The Board shall comply with federal and state laws regarding family leave.

ARTICLE 13

SUBCONTRACTING OF WORK

A. If, during the term of this Agreement, the Board contracts out or subcontracts work normally performed by employees covered by this Agreement, employees affected will be given every priority available to continue their employment within their classification or any other position available for which they are qualified, prior to lay off or similar action.

B. The Board agrees to meet with the Association to discuss the impact of contracting or subcontracting whenever it becomes apparent that a lay off or job displacement will result.

ARTICLE 14

UNIFORMS

A. For the duration of this Agreement, the Board agrees to provide custodians, cleaners, security staff, grounds workers, maintenance workers, and cafeteria workers uniforms that meet the joint approval of the Association and the Board as follows:

1. Three (3) sets of uniforms of permanent press material that meet joint approval of the Association and the Board. The Board will also provide four (4) uniform tee shirts for use in warm weather. All uniforms will be ordered by July 1 of each year.

2. Custodians, maintenance, and grounds personnel will be supplied with three (3) pairs of uniform shorts, which may be worn on non-instructional days in July and August. However, the Board will stop supplying shorts and the right to wear shorts will be revoked if an injury occurs, and the Workers' Compensation carrier determines that such injury could have been prevented by wearing long pants.

3. The Board shall provide winterized jackets with liners to security, maintenance, grounds workers, mechanics, mail couriers, bus/van drivers, and custodians. In addition, there shall be one winterized jacket for use in the freezer at each school with a freezer. All newly ordered jackets will have hoods.

4. The Board shall provide safety shoes for grounds workers, custodians, and maintenance workers, with replacement on an "as needed basis."

5. Employees shall be required to wear currently assigned uniforms including patches at all times, for the entire year (July 1 to June 30), or be subject to discipline, including being sent home from work and docked pay. Except for safety hats, hats are not part of the issued uniforms and therefore may not be worn inside any facility.

6. Sufficient rain gear will be provided to the personnel in each school who are required to work outside in inclement weather as follows: two sets per school for use by custodial personnel; one set for each person in maintenance, grounds, and transportation (bus/van drivers); and two sets for security guards at the high school and one set for security guards at SGS; and one set for the food courier to be kept at an agreed upon location.

B. Cleaning of uniforms will be at the expense of the individual worker; replacement and repair of uniforms will be on an “as required” basis and at the expense of the Board. Individual cafeteria workers shall be allowed to choose between top and slacks or dresses.

C. The Uniform Committee shall meet no later than May 1 of the preceding year to determine the uniforms to be purchased the following year.

ARTICLE 15
MANAGEMENT RIGHTS

A. The Association recognizes that the Board may not, by Agreement, delegate authority and responsibility which, by law, is imposed on and lodged with the Board.

B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the Commissioner of Education to do the following:

1. To direct employees of the Board;
2. To hire, assign, promote, transfer, and retain employees covered by this Agreement with the Board or to suspend, demote, discharge or take disciplinary action against employees;
3. To make work assignments, work in shift schedules including overtime assignments;
4. To relieve employees from duties because of lack of work, or other legitimate reasons;
5. To maintain the efficiency of the Board operations entrusted to them; and
6. To determine the methods, means, and personnel by which such operations are to be conducted, except as to the express terms of the Agreement.

ARTICLE 16
CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operations of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause for work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee of the Board from his/her position, or stoppage of work or abstinence in whole or in part from the full, and faithful performance of the employees' duties of employment for any purpose whatsoever.)

1. The foregoing is understood to mean that the Association may be held liable in damages for wildcat strikes unless the Association, in writing, immediately disavows the strike and notifies the strikers to return to work.

2. In the case of a strike, the Board may apply for an injunction against the Association.

3. The Association agrees not to take part in sanctions against the Board.

4. The Association agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Board to dismiss or otherwise discipline employees taking part in that breach of contract.

ARTICLE 17

SEPARATION OF EMPLOYMENT

A. Employees shall give the Board of Education at least 2 weeks/14 days notice of voluntary termination.

B. Employees who are discharged, retire, or are voluntarily terminated shall be paid all earned wages and prorated vacation pay at the time of termination except that an employee who fails to give sufficient notice of voluntary termination shall forfeit prorated vacation pay.

C. Retiring employees shall be paid terminal leave pursuant to Article 21 at the end of the quarter in which retirement becomes effective.

ARTICLE 18

JOB VACANCIES AND PROMOTIONS

A. The Board shall post all promotional vacancies. The Board shall post a notice stating the name of the job classification, location of the assignment, and the requirements. In addition, the notice shall remain posted on all bulletin boards for five (5) working days.

B. Employees desiring consideration for such positions shall submit a request in writing to the Personnel Department or the designated authorized representative.

C. All things being equal, promotions shall be awarded to the employees according to date of hire.

D. The successful bidder shall receive a probationary period of sixty (60) days on his new assignment. Such employee shall be compensated at the rate of pay of his or her new classification.

E. The employee shall be kept advised of the progress or lack of progress made in learning the new assignment. If the employee fails to successfully meet these requirements within the probationary period, he or she shall be returned to his or her former classification and shall assume seniority in pay as though he or she had never left his or her former classification.

F. A dispute arising over the application of this Article shall be subject to the grievance and arbitration procedure.

ARTICLE 19

HOLIDAYS

A. Paid holidays are as follows for twelve (12) month employees: New Year's Day, Martin Luther King Day, George Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

B. Ten (10) month employees, except bus and van drivers and campus security workers, shall have the same holidays as twelve (12) month employees with the exception of Independence Day.

C. Full-time bus/van drivers and campus security workers shall receive six (6) paid holidays as designated by the Superintendent of Schools. Said holidays, along with any floating holiday granted pursuant to paragraph G, to be included within the 188 day work year.

D. Compensation for holidays shall be at the regular hourly rate for the number of regularly scheduled hours.

E. In the event that Christmas falls on a weekend, the Board shall schedule another day when school is not in session for the holiday. The selection of the day shall be at the Board's discretion.

F. Bus or van drivers required to work on holidays shall be paid their hourly rates for the number of hours worked in addition to the contract holiday wage.

G. Two additional floating holidays will be granted per year for unit members, the dates to be fixed each year as agreed by the Association and the Board. Twelve month employees and cafeteria workers will have one additional floating holiday (for a total of three floating holidays) each year.

ARTICLE 20

VACATIONS

A. Employees entitled to vacation shall earn such vacation at the rate of five-sixths days per month. Vacation days must be earned prior to use. New employees may not apply for or use vacation days prior to the completion of the first six months of service. The employee's initial date of hire shall be used to compute years of service.

B. Regular half-time twelve month employees will receive the equivalent vacation of a full-time employee prorated according to the hours worked.

C. Full-time twelve month employees shall earn vacation in accordance with the following schedule:

1. Ten days vacation will be granted for one to five years of employment.

2. Upon completion of five years of employment, fifteen days vacation, 1 1/4 days per month, will be granted.

3. Upon completion of ten years of employment, twenty days vacation, 1 2/3 days per month, will be granted.

D. In the discretion of management, employees may be allowed to take vacation at any time in the school year. Employees desiring to take vacation shall notify the Board or its designees, in writing, at least fifteen (15) working days in advance of the time desired, except in emergency situations approved by the Superintendent or his designee, which may be granted for good reason. The failure to grant vacation time during the times when school is open shall be neither grievable nor arbitrable by the employee.

ARTICLE 21

SICK LEAVE

A. Sick leave benefits shall be as follows:

1. Ten days for ten-month contract employees;
2. Twelve days for twelve-month contract employees.

B. Unused sick leave at retirement for those with at least fifteen (15) years of service in the district shall be compensated as follows:

Maintenance Workers	\$5.00/hr.
Custodians/Grounds workers	
Bus Drivers/Security Guards	\$5.00/hr.
Cafeteria Workers	\$5.00/hr.

C. Drivers will receive ten sick days per year. Sick leave will be granted to contract bus/van drivers on the basis of ten (10) days (based on daily contract rate) for ten-month employees.

D. Sick leave is defined to mean absence of the employee because of a personal disability due to illness or injury. All days of unused sick leave shall be accumulated to be used in subsequent years. Sick days will be compensated on the basis of the number of hours of work regularly assigned to the employee at the time when the sick day occurs. A written accounting of sick days will be made consistent with the current practice of notifying all district employees at the same time.

E. Sick Leave Bank.

1. There shall be established a reserve of sick leave days for restricted use by employees covered by this Agreement who choose to join the sick leave bank, in cases of emergency or exceptional need. Said "sick leave bank" shall be established in the following manner:

- a. Employees who wish to join the sick leave bank must sign an Agreement to Join. The form of Agreement to Join will be mutually developed by the FTSSA and the Board.
 - b. Each employee who joins the sick leave bank shall contribute one sick day from his/her accumulated sick leave. Once contributed, the sick day shall not be returned.
 - c. The Board will match the contribution of each employee who joins.
 - d. In addition, any unused days remaining at the end of the 1996-1997 school year shall be added to the sick leave bank.
2. New employees may join within 60 days of commencement of service. Employees who have previously decided not to join the sick leave bank may join only pursuant to paragraph 3.
 3. When the number of days in the sick leave bank falls below 25, each employee who wishes to remain in the sick leave bank must contribute one more day, to be matched by a Board contribution of one day. Employees not in the sick leave bank may join at this time.
 4. The use of days from the "sick leave bank" shall be closely regulated and use granted only after approval by a Committee composed of three (3) members of the FTSSA and three (3) administrators.
 5. The exact composition of such committee and procedure for administering the "bank" shall be mutually agreed upon by the Superintendent, or a named designee, and Association.
 6. The sick days to be awarded from this "bank" will apply only in cases where all of the individual's accumulated sick leave has been used. Employees who receive days from the sick leave bank shall be compensated at their regular daily rates of pay.

F. The Board and the Association recognize the value of good attendance of employees to the district. Employees who have no days absent from work because of illness in any year (July 1 – June 30) shall receive a bonus of \$1,000.

ARTICLE 22

MEDICAL AND DENTAL PROTECTION

A. 1. For employees who have begun employment prior to April 1, 1997, the Board will pay 100% of the cost of premiums for coverage in the Horizon Blue Card PPO (Revised 5/18/99) plan, or equivalent.

2. During the first three years of employment (for employees who begin employment on or after April 1, 1997), the Board will pay 100% of the cost of premiums for coverage in the base plan, Horizon HMO (Revised 2/17/99) plan. Employees may select more expensive coverage and pay the additional premium cost through payroll deduction. Upon completing three (3) consecutive years of employment, employees commencing employment on or after April 1, 1997 shall receive medical benefits pursuant to paragraph 1.

3. Effective July 1, 2002 prescription co-payments under the Horizon POS and HMO plans shall be \$7 (generic)/\$15 (name brand).

B. Coverage for employees shall be as follows: single and head of household, plus eligible family members covered by this Agreement, provided the employee works not less than twenty (20) hours per week, with the exceptions of cafeteria workers who must work a minimum of seventeen and one-half (17.5) hours to be eligible.

C. The parties agree that the Board shall have the unilateral right to select the insurance carrier and program. Any dispute dealing with the selection of the insurance carrier or program shall not be subject to the grievance procedure contained herein.

D. The Board shall provide State mandated physicals for bus/van drivers through private employee health benefit plans. If the aforementioned option is unavailable, the Board shall reimburse bus/van drivers for required physicals performed by private physicians up to \$50.00 every two years.

E. The Board shall provide full family dental benefits to bus/van drivers.

F. The Board shall provide full family dental insurance to all employees working a minimum of twenty (20) hours per week, and cafeteria workers working a minimum of seventeen and one-half (17.5) hours per week.

G. Effective July 1, 1997, the maximum Board contribution toward the dental premium for each level of coverage shall be capped at the rate in effect on June 30, 1996. Any increase in rates will be paid by individual employees through payroll deduction.

H. Waiver of Benefits

1. Employees who provide written proof of alternate medical and/or dental coverage may elect to waive the insurance coverage(s) provided in this Article, by signing a waiver form.

2. An employee who waives coverage after July 1, 2002 shall receive payment equal to 50% of the cost of the premium of the dental plan the Board would have paid had the employee not waived coverage; and/or one of the following annual amounts for a full-year waiver of his/her medical plan: \$1,600 for single coverage, \$2,500 for parent/child coverage, or \$3,000 for husband/wife or family coverage.

3. The waiver must be submitted prior to May 1, and must be effective for the entire school year (July 1 – June 30). Each waiver will be effective for one year only and must be renewed each year if a continued waiver is desired.

4. An employee who has waived coverage, but later loses coverage in his/her alternative insurance plan, may resume coverage under the Board's plan, upon reimbursement of the amount paid (prorated for each month of insurance coverage) and subject to the rules and regulations of the insurance carrier.

I. The Board shall provide and fund an employee assistance plan for members of the unit for as long as such a plan is in effect for members of the Franklin Township Education Association. Should the current program which is being operated on a pilot basis, be terminated for the F.T.E.A., then it shall automatically terminate for the F.T.S.S.A.

ARTICLE 23

INCLEMENT WEATHER

A. When schools are closed for inclement weather by the Superintendent, custodial, grounds, and maintenance employees shall be expected to report for work as soon as possible.

B. Custodial, grounds workers, and maintenance employees shall suffer no loss of pay if unable to report to work because of snow or other natural disasters when an emergency has been declared by the State or the Mayor of the Community and travel has been restricted in the area of residence or employment of the individuals involved. Provided, however, that such excused time shall not be counted as time worked for the purposes of overtime.

C. Procedures.

1. When schools are closed for inclement weather by the Superintendent of Schools, drivers will be advised by telephone by 6:00 a.m. by the transportation officer, or a designated administrative representative. Should drivers not be called prior to 6:00 a.m. advising them of closing, the drivers who report shall be eligible for two hours pay at the approved hourly rate. Any driver called at his home prior to 6:00 a.m. who does not respond to the call, shall not be eligible for two hours pay at the approved hourly rate.

2. Cafeteria workers shall be paid their regular daily rate if schools are closed after they report to work. Cafeteria workers shall be provided timely notice of school closings in the same manner as provided other employees.

ARTICLE 24

ASSOCIATION SECURITY

A. It is agreed that at the time of hiring, the Board will inform newly hired employees who fall within the bargaining unit that they may join the Association.

B. The Board will provide the President and the Association the names of newly hired employees and their work assignment.

C. The Board and the Association agree not to interfere with the right of employees to be members or non-members of the Association. There shall be no discrimination, interference, restraint, or coercion by representatives of the Board or the Association against any employee because of Association membership or non-membership.

ARTICLE 25

WAGES AND SALARIES

A. Base Rates

1. For persons hired prior to July 1, 1997, base hourly rates for each job category shall be as follows:

	2002-2003	2003-2004	2004-2005
HOURLY RATES			
Cafeteria Worker	\$13.81	\$14.42	\$15.04
Custodian	\$16.02	\$16.72	\$17.44
Grounds	\$16.80	\$17.54	\$18.30
Maintenance	\$22.81	\$23.82	\$24.84
Bus/Van Driver	\$20.71	\$21.62	\$22.55
Campus Security	\$17.02	\$17.77	\$18.54
District Courier	\$20.26	\$21.15	\$22.06

2. For persons hired between July 1, 1997 and June 30, 1998, base hourly rates for each job category shall be as follows:

	2002-2003	2003-2004	2004-2005
HOURLY RATES			
Cafeteria Worker	\$12.11	\$12.64	\$13.19
Custodian	\$13.31	\$13.90	\$14.50
Grounds	\$14.53	\$15.16	\$15.82
Maintenance	\$16.34	\$17.06	\$17.80
Bus/Van Driver	\$14.53	\$15.16	\$15.82
Campus Security	\$15.73	\$16.42	\$17.13

3. For persons hired on or after July 1, 1998, base hourly rates for each job category shall be as follows:

	2002-2003	2003-2004	2004-2005
HOURLY RATES			
Cafeteria Worker	\$11.68	\$12.20	\$12.72
Custodian	\$12.85	\$13.42	\$14.00
Grounds	\$14.02	\$14.64	\$15.27
Maintenance	\$15.78	\$16.47	\$17.18

Bus/Van Driver	\$14.02	\$14.64	\$15.27
Campus Security	\$15.19	\$15.86	\$16.54

4. The base rates in this section A reflect increases of: 4.5% for 2002-2003; 4.4% for 2003-2004; and 4.3% for 2004-2005.

5. All reference in this Agreement to a person’s hiring date shall mean the day that person begins working, not the date the Board approves his/her appointment.

B. Stipends

	2002-2005
HOURLY	
Hot Foods Cook .	\$2.61
High School Mgr.	\$3.38
Elementary School Mgr.	\$2.03
Cent. Kitchen Mgr. SGS	\$3.80
Elem. Head Custodian	\$6.89
SGS Head Custodian	\$7.42
SGS Asst. Hd. Custodian	\$1.78
FHS Head Custodian	\$8.27
FHS Asst. Hd. Custodian	\$2.03
Custodian in Charge	\$2.02
Inventory Control Cust.	\$6.87
Head Grounds	\$2.02
Athl. Fld. Grounds	\$0.94
B-Shift Differential	\$0.47
C-Shift Differential	\$0.60
Food Courier	\$1.61

ANNUAL	
Black Seal License	\$766.74
Head Security	\$3,774.68

C. Pay periods for persons in twelve month positions shall be: 261 days*8 hours per day = 2088 hours/24 pay periods = 87 hours per pay period.

D. Employees who are in possession of a regular fireman's license shall receive additional compensation as per Paragraph B. The payment of this sum shall be in accordance with the past practice of the Board of Education. The Supervisor of Buildings and Grounds shall keep a current roster of all black seal license holders.

E. The following method is used in computing total hourly rates annually, as specified, plus: Shift differential, plus: longevity on base hour rates, plus: boiler license as specified above.

ARTICLE 26
DUES CHECK-OFF

A. The Board agrees to deduct the monthly Association membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amount to be deducted and the individual employee name shall be certified to the Board by the Secretary/Treasurer of the Association, and the aggregated deductions of all employees shall be remitted together with an itemized statement to the Secretary/Treasurer by the last day of the current month, after such deductions are made.

B. When an employee transfers from one department or location, but remains in the same certified bargaining unit, he or she shall continue to be covered by the same dues check-off authorization of the Association and not be required to sign another authorization card.

ARTICLE 27

AGENCY FEE

A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each full-time or part-time employee who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month.

B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss of damages incurred as a result of this clause.

C. Effective July 1, 1982, any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, or any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction.

D. The representation fee shall be in an amount not to exceed 85% of the regular Association membership dues, fees, and assessments as certified to the Board by the Association. The Association may revise its certification in the amount of the representation fee at any time to reflect changes in the Association membership dues, fees, and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.

E. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and (3) (L.1979, c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.

G. 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.

ARTICLE 28

LONGEVITY

A. 1. The following longevity schedule shall be in effect for persons hired prior to July 1, 1997 who qualify for longevity:

years completed:	5-9	10-13	14-19	20+
<u>position</u>				
cafeteria	\$0.66	\$0.99	\$1.21	\$1.32
custodian	\$0.99	\$1.49	\$1.82	\$1.99
grounds	\$1.03	\$1.55	\$1.89	\$2.06
maintenance	\$1.11	\$1.67	\$2.04	\$2.23
bus driver	\$0.99	\$1.48	\$1.81	\$1.97
security	\$0.81	\$1.22	\$1.49	\$1.62

2. The following longevity schedule shall be in effect for persons hired on or after July 1, 1997 who qualify for longevity:

After seven (7) years of service:

a. \$500 per year for employees who work twenty (20) per week or more (17.5 hours or more for cafeteria workers); or

b. \$300 per year for employees who work fewer hours per week than the amounts stated in paragraph 2(a) above.

B. The years of service stated in the foregoing refers to continuous years of active employment at the Franklin Township Board of Education and does not include any credited service for work for any other employer. Payment for longevity shall commence on the July 1st or the January 1st following the completion of the designated years of service.

C. Maintenance employees who have completed two years of service in the District by June 30, 1998 shall receive additional compensation at the rate of \$.59. Maintenance employees who do not qualify by June 30, 1998 (including all new hires) are not eligible for longevity.

ARTICLE 29

PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. Both the Board and the Association shall bear the responsibility for complying with this provision of the Agreement.

ARTICLE 30
BUS/VAN DRIVERS

A. A full-time bus or van driver is defined as a regular employee of the Franklin Township Board of Education who possesses all of the following qualifications:

1. Holds a valid New Jersey Driver's License with appropriate endorsement for operators of school buses or vans pursuant to N.J.S.A. 39:3-10(b).
2. Has been assigned to a specific route or routes for which he is responsible on a daily basis throughout the school year.
3. Works a minimum of six (6) hours daily or thirty (30) hours per week.

B. Personnel meeting the foregoing requirements shall be entitled to all such terms and conditions as have been granted to full-time bus or van drivers under the terms and conditions of this Agreement.

C. Part-time bus drivers or van drivers are defined as regular employees who possess all of the following qualifications:

1. Hold a valid New Jersey Driver's License with the appropriate endorsement for operators of school buses or vans pursuant to N.J.S.A. 39:3-10(b).
2. Has been assigned to specific route or routes on a daily basis for which he is responsible for a specified number of hours or days.

D. Personnel meeting the part-time requirements are to be compensated on the basis of the established hourly rate times the number of hours assigned and duly approved by a transportation officer. No other benefits, either expressed or implied, are granted to employees so classified.

E. Bus or van drivers who are regular full-time employees shall work the number of hours required to complete their individual runs. Should a run be canceled or

shortened for any reason whatsoever, then it shall be at the discretion of the transportation officer to make whatever changes are deemed necessary.

F. Bus or van drivers assigned to the transportation of students to and from Franklin Township Schools shall work according to the scheduled number of hours specified.

G. Bus or van drivers assigned to the transportation of students from schools other than Franklin Township Schools, as well as students from Franklin Township Schools, shall adhere to the school calendars of all schools whose routes they are assigned to. A regular full-time driver who reports for work and is assigned to any schools which, on certain days, are closed or do not operate on a normal school calendar schedule, shall be guaranteed a minimum of four (4) hours.

H. In the event that bus/van drivers are required to attend meetings outside of their regular working hours, they will be paid for such attendance at the regular hourly rate.

I. The management shall have the full authority to determine the assignment of runs, however, seniority rights for bus/van drivers will be recognized in the following manner:

1. Management shall have the sole right and responsibility to develop run packages for the initial assignment at the beginning of the school year. Drivers shall have the right to bid for a preferred run package in seniority order, provided, however, that management shall have the right to reject the bid for a run package if it determines that the driver bidding for such run package is unsuitable for that package. If a bid is rejected, that driver shall have priority in bidding on remaining packages.

2. As new runs are developed during the course of the school year, the availability of such runs shall be posted and notice of such run shall be given to the Association President or his designated representative. Drivers shall have the right to bid in seniority order for such new runs provided, however, that if management determines

that the assignment of a new run to a driver is either unsuitable or not cost effective, management shall have the right to assign the run in the manner it determines most desirable. Any driver passed over in a bid for a new run for any of the reasons set forth above, shall have first priority in bidding for comparable new runs that become available subsequently.

3. New runs developed in the course of a school year shall be assigned after 10 days posting in a manner to insure that senior drivers receive first opportunity for longer work schedules than junior drivers, provided, however, that junior drivers may be permitted to have longer work schedules than senior drivers if senior drivers decline to bid for new routes as they develop during the course of the year. When a new run develops during the course of a school year and begins on a date which does not allow sufficient time to meet the 10 day posting requirement, then and in that event, the Transportation Supervisor shall notify all drivers, so that the senior driver qualifying for the run shall be able to acquire same from the date the run begins.

4. Management shall provide the Association President or his designated representative with complete lists of new assignments and daily schedules including the total amount of time assigned to each driver so that the Association can be aware of each driver.

5. In the event a full-time driver cannot undertake a portion of a regularly assigned run during the course of his/her workday or days, the Transportation Supervisor shall assign that portion of said driver's run for those days to the most senior driver currently driving less than an eight (8) hour assigned day. This Section does not apply when a full-time driver is absent for the entire day.

6. If a vacancy occurs in a run package and if that vacancy is likely to exist for more than 30 calendar days, the package will be posted for 10 days. The runs within the posted package shall be available based upon seniority among those drivers who have runs totaling less than 8 hours. Each eligible driver may select one or more

runs provided the additional run(s) do not bring his/her total package to more than 8 hours and provided it does not cause any disruption to any existing routes or runs. Once the original driver returns to work, all runs given out during the vacancy period will be returned to the original driver.

J. Field trips will be assigned on the following basis:

1. Field trips will be assigned on a rotating basis, starting with the senior person. Refusals will be skipped over until their turn comes up again. Part-time personnel shall also be eligible for field trips but shall not drive a bus unless properly licensed for the same.

2. Drivers shall be given three (3) days notification for coming trips whenever possible. The driver must notify the Transportation Supervisor twenty-four (24) hours in advance if unable to make the trip.

K. Detailed road maps, showing all areas traveled by Board of Education vehicles, shall be distributed and maintained as part of the equipment provided in all buses and vans.

L. Employees required by the employer to obtain and maintain a valid commercial driver license (CDL) and who are required to be tested under current federal and state Department of Transportation rules shall be entitled to reimbursement for the cost of the test, provided the individual achieves a passing score and is issued the license. The foregoing policy also applies to fees for license renewals and required fingerprinting for renewals.

M. A Transportation Safety Committee shall be established in accordance with the following provisions:

1. The Safety Committee shall consist of the School Business Administrator or his designee, the Transportation Supervisor, and representatives appointed by the Association. The Committee shall meet at the request of either party to discuss programs and problems relating to safety and bus repair, maintenance,

replacement, discipline, and other similar matters or concerns regarding the effective and safe operation of the Franklin Township Transportation System.

2. In the event that an employee believes that the condition of a vehicle is such that its operation will present an immediate and direct danger to the safety of the driver and/or passengers, the driver shall immediately inform the transportation office that he intends to refuse to drive the vehicle. The Transportation Supervisor or his designee shall immediately inspect the vehicle and, if that inspection confirms the employees' assessment of the vehicle's condition, the employee may refuse to drive it.

3. In the event that an employee refuses to drive a vehicle in accordance with the provisions of this section, the Board shall have the responsibility to arrange alternative transportation. If, upon inspection, the vehicle is determined not to present an immediate and direct danger to safety, the driver shall expect a written directive from said Transportation Supervisor to drive the vehicle in question and shall be required to use the vehicle.

N. The school to which a bus/van driver is transporting students and/or the Transportation Supervisor will offer the driver a briefing relative to a child's special needs and pertinent instructions regarding the student's transportation needs.

O. When, in the judgment of a bus/van driver, a student requires the attention of the Principal, he/she shall inform the School Principal or the Transportation Supervisor. The Principal or his/her designee shall arrange as soon as possible, for a conference with the bus driver, to discuss the problem and to decide upon appropriate steps for its resolution.

P. Summer work shall be assigned on the following basis:

1. Drivers bidding for summer runs shall do so in order of seniority.
2. A letter of hire issued by the Board of Education to drivers shall constitute a contract between the parties for the performance of and the payment for the route picked and awarded.

3. No summer runs shall be transferred between the drivers without the approval of the Transportation Supervisor.

Q. After school activity routes shall be picked by bus drivers in seniority order.

ARTICLE 31

MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered mail at the following addresses:

1. If by the Association to the Board, at 1755 Amwell Road, Somerset, New Jersey, 08873;

2. If by the Board to the Association, at the address of the Association's current President.

B. 1. The final Agreement shall be printed and distributed as soon as possible after ratification by both parties, but no later than ninety (90) days.

2. It shall be the responsibility of the Director of Personnel Services to present a contract to all newly hired employees.

C. Should any part of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE 32
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002 and shall continue in effect until a new Agreement is reached. Monetary modifications to the existing Agreement shall be effective July 1, 2002, unless otherwise stated. Language modifications to the existing Agreement shall become effective upon the date of ratification of the Agreement. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party in writing not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the day and year first above written.

FRANKLIN TOWNSHIP SCHOOL
SUPPORT ASSOCIATION

FRANKLIN TOWNSHIP
BOARD OF EDUCATION

BY: _____
Walter Cielecki, President

BY: _____
Eva M. Nagy, President

BY: _____
James Beck,
Negotiations Chair

BY: _____
Brian Bonanno,
Negotiations Chair

Attest:

Attest:

John Calavano,
Board Secretary

Date:

Date: