

CONTRACT AGREEMENT

between the

HAZLET TOWNSHIP BOARD OF EDUCATION

and the

LOCAL 32, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-
CIO (OPEIU)

Revised: 6/27/11

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the HAZLET TOWNSHIP BOARD OF EDUCATION, hereinafter referred to as "Board", and LOCAL #32 a labor organization affiliated with the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO (OPEIU), hereinafter referred to as "Union".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents a substantial majority of a unit composed of all custodial, grounds, maintenance (unskilled) and mechanical (skilled) employees; and

WHEREAS, the Board, by virtue thereof, has recognized the Union as the sole and exclusive bargaining agent for all custodial, grounds, maintenance (unskilled) and mechanical (skilled) employees of the BOARD; and WHEREAS, the Board has an obligation, pursuant to Chapter 303 of the Public Laws of 1968, to negotiate with the Union as the representative of all custodial, grounds, maintenance (unskilled) and mechanical (skilled) employees of the Board with respect to terms and conditions of employment; and

WHEREAS, the Board, on its own behalf and on behalf of the electorate of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of New Jersey and the United States; and

WHEREAS, the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the United States; and

WHEREAS, nothing contained herein shall be considered to deny or restrict the Board in terms of its rights, responsibilities and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

NOW, THEREFORE, it is mutually agreed by and between the parties, as follows:

ARTICLE 1
RECOGNITION

Section 1 - Representation: The Board recognizes the Union as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment herein provided for full- and part-time custodial, grounds, maintenance (unskilled) and mechanical (skilled) employees now employed, or to be employed, by the Board. Part-time employees are defined as those persons who are hired on an annual basis, with a specific assignment, who work less than twenty (20) hours per week. Part-time employees shall not be entitled to medical benefits. Specifically excluded from the bargaining unit are substitute employees.

Section 2 - Bargaining Unit: The bargaining unit shall consist of full-time custodial, grounds, maintenance (unskilled) and mechanical (skilled) employees of the Board.

Section 3 - Definitions: Whenever used herein, the term "employees" shall mean and be construed only as referring to full-time custodial, grounds, maintenance (unskilled) and mechanical (skilled) employees of the Board.

ARTICLE 2
UNION SECURITY

Section 1 - The Board agrees it will give effect to the following form of Union security:

a. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing. All present employees who are not members of the Union shall pay to the Union a service fee, as set forth below.

b. 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 Union within thirty-one (31) days thereafter.

ARTICLE 3
REPRESENTATION AND OTHER FEE DEDUCTIONS

Section 1 -

1. If, after his or her first year of Board employment, an employee does not become a member of the Union, he/she will be required to pay a representation fee to the Union. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the amount of representation fee shall be certified to the Board by the Union, which amount shall not

exceed 85% of the regular membership dues, fees and assessments charged by the Union to its members.

3. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Board a list of those employees who have not become members of the Union for the then-current membership year. The Board agrees to deduct from the wages of employees, by means of check-off, the dues and service fees uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9E, as well as the voluntary employee contribution to the Union welfare fund. After the receipt of written authorization from each employee, the Board agrees to deduct from the salary of said employee monthly dues, service fees and contributions to the Union welfare fund. The deductions shall be made from each paycheck of each Union member in equal amounts, whenever possible, over the twelve (12) month school year.

4. In making the specified deductions and transmittals, the Board shall rely upon the most recent communication received from the Union prior to start of the payroll period as to the amount of dues, service fees and contributions to the Union welfare fund, except that, in cases where an employee wishes to withdraw from the Union, the Board shall accept a written communication from the employee as evidence of such authority. The total amount deducted during one (1) month shall be remitted to the Union on or before the fifteenth (15th) day of the following month.

5. The Board agrees to forward to the office of Local #32, which is located at Office & Professional Employees International Union (OPEIU), 2013 Morris Avenue, Union, New Jersey 07083-6025, the full name and address (or application obtained from the Shop Steward) of all new employees subject to this Agreement. The Board further agrees to notify the Union when unit employees are discharged, granted leaves of absence, absent due to illness or injury that may exceed sick leave benefits or leave the employ of the Board for any reason whatsoever, when submitting the dues, service fees and Union welfare fund deduction list to the Union office each month.

6. The aforementioned deductions shall commence thirty (30) days after the start of employment in the unit or ten (10) days after re-entry into the unit, whichever is appropriate.

7. The Union shall establish and maintain, at all times, a demand and return system, as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Board shall immediately cease the aforementioned deductions.

8. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend actions arising under this Article but, once compelled to do so, the Union shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation, provided, however, that this subsection does not apply to litigation concerning the agreement to limit representation fees to after the first year of employment.

9. It is understood by the parties that the above provisions concerning service fees and/or continued union members are inoperative unless and until permitted by law.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1 - The first ninety (90) days of employment for all new employees will be considered a probationary period for purposes of this Agreement. The Board shall be permitted to extend the probationary period an additional sixty (60) days upon written notice and explanation to the employee.

Section 2 - During the probationary period, the Board may discharge the employee for any reason whatsoever. An employee so discharged shall not have recourse to the grievance procedure set forth in this Agreement. The Board shall have no obligation to re-employ any newly engaged probationary employee, if he or she has been dismissed during the probationary period.

Section 3 - It shall be required of every newly hired custodial employee that they obtain and maintain (at Board expense) a valid Black Seal License. The License must be obtained within one (1) year from his/her date of hire. The Board shall select and pay the tuition for a preparatory course for the employee to attend in order to pursue a Black Seal License within the one year period.

Section 4 - New Employees - No employee who has successfully completed the probationary period shall be disciplined or discharged without just cause. Any dispute arising under this Section shall be resolved through the grievance procedure set forth in Article 9 below.

ARTICLE 5

SENIORITY

Only those employees hired prior to July 1, 1989, who have been successfully evaluated, shall receive "tenure" as defined in N.J.S.A. 18A:17-3, after continuous service with the Board of three (3) years and one (1) day from the original date of employment, in any position subject to this Agreement.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1 - The normal work week shall consist of forty (40) hours in five (5) consecutive days and shall be paid at the regular base hourly rate plus longevity. Overtime rates shall be calculated on the regular base hourly rate plus longevity as listed in Article 16.

Section 2 - TIME AND A HALF (1 1/2) rate shall be paid for all hours worked:

- a. In excess of eight (8) hours during a day of the normal workweek.
- b. When called in prior to the start of a normal shift.
- c. In the first eight (8) hours of a normally scheduled day off.

Section 3 - DOUBLE (2) TIME RATE shall be paid for all hours worked:

- a. In excess of eight (8) hours of a normally scheduled day off.
- b. In the first eight (8) hours of a second consecutive scheduled day off.
- c. In the first eight (8) hours of a holiday listed in Article 10, Section 1.

Section 4 - TRIPLE (3) TIME RATE shall be paid for all hours worked:

- a. In excess of eight (8) hours of the second consecutive day off.
- b. In excess of eight (8) hours of a holiday listed in Article 10, Section 1.

Section 5 - The Board shall notify the employee of any work on scheduled days off not later than the end of the shift one (1) day prior to the end of his or her work week, except in case of emergency.

Section 6 - In the event an employee reports for regularly scheduled work without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours' pay at his/her regular rate of pay. In the event an employee reports for scheduled overtime work without being previously notified that there is no work, the employee shall be guaranteed the pay for the number of hours that were scheduled for overtime on that date.

Section 7 - Overtime for custodians shall be distributed on a rotating basis within each school. The qualifications and capabilities of an employee performing the overtime work shall be determined by the Director of Building and Grounds. Overtime for maintenance personnel shall be distributed on a rotating basis for employees qualified and capable of performing the work. The determination of qualifications and capabilities shall be made by the Superintendent of Schools. Overtime at the high school shall be offered to elementary and middle school employees when rejected by high school employees.

Section 8 - In the event that an employee is called back to work after leaving at the conclusion of his or her normal workshift, the employee will be entitled to a minimum of three (3) hours' pay at the overtime rate that is applicable, with the overtime to begin upon arrival at the work area. In no event will any employee be entitled to more than one, three (3) hour pay in any three (3) hour period.

Section 9 – Only in the event that schools are closed for the entire day due to snow, custodians shall be required to work a minimum of four-hour shifts. Once the parking lots are cleared, the employees have completed their work assignments and have received the approval of their supervisor, the employees may be permitted to leave at that time, following the minimum four-hour workday.

ARTICLE 7

FORCE REDUCTION

Section 1 - The Board agrees that it will not engage any new employees, unless all of the employees presently employed are working the scheduled hours noted in this Agreement.

Section 2 - In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board by category (custodial or maintenance). The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired. The provisions of this Article shall be subject to the provisions of N.J.S.A. 18A:17-4.

Section 3 - The employees involved in such lay-offs shall receive seventy-two (72) hours' advance notice in writing, prior to the lay-off, and a copy of the notice shall be given to the Shop Steward.

ARTICLE 8

JOB VACANCIES, NEW JOBS AND PROMOTIONS

Section 1 - If new jobs are created in the unit subject to this Agreement or if such vacancies occur in a higher rated position or if such promotions are to be made, and if two or more employees determined to be equally qualified by the Board apply for such positions, seniority shall be the determining factor in the selection of employees to fill such positions before any new employees are hired.

Section 2 - The Board agrees to post a notice for five (5) workdays on the bulletin board when a new job, vacancy, or promotional opportunity occurs, with notification to the Shop Steward. The notice shall contain a description of the job, the rate of pay and the date that the job will be available. In order to be eligible for the job, anyone subject to this Agreement who is interested in the job shall submit an application to the Office of the Superintendent within the time limit specified for the receipt of applications. The Board shall notify the Shop Steward regarding the status of all vacancies or promotions following Board deliberations on the position(s).

Section 3 - In the event an employee covered under this Agreement is selected to fill such position, the employee and the Union shall be notified in writing of the employee's acceptance by the Board within three (3) workdays of the acceptance.

Section 4 - Any employee subject to this Agreement selected to fill a new position or promotion, either of which is subject to this Agreement, shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Board, during the trial period, that the employee is, for any reason, unqualified to discharge the duties of the position, the employee shall resume his or her former position or a position equivalent thereto. During the trial period, the employee shall receive no increase in salary but, if he or she is accepted in the new position, he or she shall receive an increase in salary retroactive to the commencement date of the trial period. However, if the employee has equivalent experience and has previously performed in the specific higher rated position in this School District, the employee shall receive the higher rate of pay immediately.

ARTICLE 9

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 - Any grievance of any employee shall be discussed between the employee and his or her immediate supervisor, or the supervisor's designated representative, within five (5) days of the date that the employee either knew or should have known of the occurrence of the event being grieved. If not settled there, it shall be discussed between the Shop Steward, the employee and the immediate supervisor. The request for this discussion must be submitted in writing to the supervisor within five (5) days of the initial discussion between the employee and the supervisor or designated representative.

If not settled there, and provided the grievance involves the interpretation or application of the terms of this Agreement, the Union may, within five (5) days of the immediate supervisor's final decision, submit the matter to the Office of the Superintendent in writing. The Union may, within five (5) days of the final decision made by the Superintendent, submit the matter in writing to the Board. The Board shall review the grievance. This shall be done not later than ten (10) workdays following receipt of the Union's submission. The Board shall communicate its decision, in writing, to the Union not later than five (5) workdays following the meeting at which the grievance was considered.

Section 2 - In the event that the grievance is not satisfactorily resolved by the above procedure, within ten (10) days thereafter, either party may request the New Jersey State Board of Mediation to appoint an arbitrator, who shall have full power to hear and determine the dispute and whose decision shall be final and binding.

Section 3 - The time limits provided for herein may be extended by mutual agreement.

Section 4 - The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. The cost of arbitration shall be shared equally by the Board and the Union.

ARTICLE 10

HOLIDAYS

Section 1 – The Board guarantees all employees in the bargaining unit 13 holidays, with a full day's pay at the employee's regular straight time rate of pay annually approved by the Board after consultation with the Shop Steward. If the adopted school calendar, or the revised school calendar caused by snow openings results in a regular or make-up school day that would fall on a designed holiday, the Board, after consultation with representatives of the local, shall schedule an "in-lieu-of" holiday for the impacted holiday. The designation of official holidays shall be completed by the Board, after consultation with the local, on or before June 1 of the previous school year.

Section 2 - In order to be eligible for holiday pay, an employee must work on the scheduled work day immediately preceding and following the holiday, unless sick or reasonably excused and, in the case of sickness, a doctor's note is required.

ARTICLE 11

VACATIONS

Section 1 - The Board grants all employees in the bargaining unit vacations in accordance with the following schedule:

- a. For employees hired on or before June 30, 2002:
 1. During the first year of employment, employees working on a twelve (12) month contract basis shall receive a prorated vacation period as follows: for each month of service as of July 1 - one (1) vacation day, not to exceed twelve (12) vacation days.
 2. Twelve (12) vacation days shall be given to all employees working on a twelve (12) month basis with one (1) year of service as of July 1.
 3. Seventeen (17) vacation days shall be given to all employees, as stated, above, after eight (8) years of service as of July 1.
 4. Twenty-two (22) vacation days shall be given to all employees, as stated above, after ten (10) years of service as of July 1.
 5. Completed years of service shall be calculated from July 1 of any year. Persons who join the unit prior to January 1 of any year shall be considered to have completed a year of service on the following July 1. Persons who join the unit between January 1 and June 30

of any year shall be deemed to have one year's completed service on July 1 of the following year for purposes of this Section.

- b. For employees hired on or after August 21, 2002:
1. During the first year of employment, employees working on a twelve-month contract basis shall receive pro-rated vacation period as follows: for each month of service as of July 1—(10/12) vacation day, not to exceed ten (10) vacation days.
 2. Ten (10) vacation days shall be given to all employees working on a twelve-month basis after one (1) year of service as of July 1.
 3. Twelve (12) vacation days shall be given to all employees working on a twelve-month basis after four (4) years of service as of July 1.
 4. Seventeen (17) vacation days shall be given to all employees working on a twelve-month basis after eight (8) years of service as of July 1.
 5. Twenty (20) vacation days shall be given to all employees working on a twelve-month basis after ten (10) years of service as of July 1.
 6. Twenty-two (22) vacation days shall be given to all employees working on a twelve-month basis after twelve (12) years of service as of July 1.
- c. For employees hired on or after July 1, 2011:
1. During the first year of employment, employees working on a twelve-month contract basis shall receive pro-rated vacation period as follows: for each month of service as of July 1—(10/12) vacation day, not to exceed ten (10) vacation days.
 2. Ten (10) vacation days shall be given to all employees working on a twelve-month basis after one (1) year of service as of July 1.
 3. Twelve (12) vacation days shall be given to all employees working on a twelve-month basis after four (4) years of service as of July 1.
 4. Seventeen (17) vacation days shall be given to all employees working on a twelve-month basis after eight (8) years of service as of July 1.

Section 2 - Employees must take vacations to which they are entitled within the year following the year in which it was earned. Vacations can neither be accumulated nor sold back beyond that year.

Section 3 – Subject to the provisions of Section 5 below, employees may request that their vacations be taken any time. In preparing the vacation schedule, the Board shall endeavor to assign vacations on the basis of seniority of the employees in the unit, as defined in Article 5. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Board with due regard to the School District's efficient operation.

Section 4 - During lay-off periods for reasons of lack of work, vacation benefits shall continue to accrue. Vacation benefits shall not accrue during unpaid leaves of absence.

Section 5 – An employee shall be required to take at least 50% of their available vacation time between July 1 and August 21 or any other days when school is not in session provided that adequate advance notice is given to the Administration for the purpose of assuring adequate staffing. No employee shall be permitted to take vacation during the last 5 work days of June and the last 5 work days of August.

ARTICLE 12

SICK AND OTHER LEAVE

Section 1 - Sick Leave – Each year, eleven (11) days paid sick leave shall be granted to all twelve (12) month employees in the unit, which shall be cumulative from year to year.

a. Upon retirement only, an employee shall be entitled to be paid \$25 per day for any accumulated sick leave up to a maximum of \$10,000. Notification of retirement must be submitted to the Board on or before December 1 of the school year prior to the year of retirement, so the funds can be budgeted and paid during the school year of retirement, or payment shall be deferred until July of the following school year.

Example: If notification is given by December 1, 2011, to retire anytime during the 2011-12 school year, payment will made immediately following retirement; however, if notification is given after December 1, 2011, but prior to December 1, 2012, for retirement any time during the 2011-12 school year, payment will be made in July 2013.

b. All sick leave days taken before or after a vacation or holiday period must be documented by a note from a licensed physician attesting to the fact that the employee was unable to work due to a medical condition. Such note must be produced within one week of the employee's return from work, or the day will be charged as an unauthorized absence, subject to deduct of wages.

c. An employee who completes a full year without using a single sick day during that school year will be given a \$100 cash stipend. An employee completing a full year using only one sick day during that school year will be given a \$50 cash stipend. An employee completing a full year using only two sick days during that school year will be given a \$25 cash stipend. All such stipends will be paid before the end of July following the completion of the school year in question.

Section 2 - Jury Duty Leave - An employee summoned for jury duty shall be paid the eight (8) hours straight-time pay for scheduled working time lost daily.

Section 3 - Personal Leave - Employees in the unit shall be entitled up to four (4) paid days of leave each year for personal business, in accordance with Board Policy #4150, which, if unused, shall accumulate as sick leave days pursuant to Section 1 of this Article. If leave is requested on an emergent basis, the employee must provide the Administration with a reason for the leave. The employee may request no more than three (3) personal days during the Christmas recess.

Section 4 - Bereavement Leave -

a. Employees shall be entitled to bereavement leave of up to four (4) days from the date of death, per occurrence, for the death of any member of the immediate family, including the employee's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law and other members of the immediate household.

b. Employees shall be entitled to one (1) day per occurrence but no more than (2) occurrences per year of bereavement leave for the death of other relatives not mentioned above. In events where more than one day is necessary, employees shall be entitled to use any personal days available or may request an unpaid leave of absence. Employees shall provide at least twenty-four (24) hours in advance notice to the Superintendent or his/her designees, except in cases of emergency.

c. Bereavement leave shall not be carried over or accumulated to the following school year.

ARTICLE 13

VETERANS' RIGHTS AND BENEFITS

Section 1 - The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during the period of military service. Each such employee shall have the right to be reinstated to his or her former position, or to a position of equal status, at the salary rate received at the time of induction into military service, together with all salary increases granted by the Board to said employee's previous position during the period of such military service.

Section 2 - Reinstatement of veterans shall be upon application therefore made within ninety (90) days after the employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Service Training Act, as amended.

Section 3 - The Board agrees to allow necessary time for any employee obligated to serve in the Reserves to perform his or her duties when called without impairment of his or her seniority rights. The Board agrees to pay the difference between the fee allowed such Reserves and eight (8) hours straight time pay for scheduled working time lost.

ARTICLE 14

MISCELLANEOUS PROVISIONS

Section 1 - No employee shall be requested to make any agreement, or be requested to enter into any understanding, inconsistent or conflicting with the terms of this Agreement.

Section 2 - Employees shall be granted two (2) fifteen (15) minute coffee breaks per eight (8) hour shift without loss of pay. The scheduling of breaks and the combination of breaks with lunch shall only be at the discretion of the employees' immediate supervisor.

Section 3 - The Board shall provide reasonable bulletin board space for the posting of Union notices to its members. Every posted notice shall bear the name of the person or organization responsible for it and a removal date.

Section 4 - When an employee is required to work continuously (exclusive of the lunch period) for ten (10) hours, he or she shall be granted a supper period of up to one (1) hour and a \$5.00 supper allowance. For each four (4) hours worked in excess of the first ten (10), the employee shall be granted an additional supper period of up to one (1) hour and additional \$5.00 supper allowance. No employee shall be required to work longer than sixteen (16) consecutive hours, exclusive of lunch and supper periods, for safety reasons.

Section 5 - In the absence of emergency conditions, other full-time employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the bargaining unit.

Section 6 - All employees shall be provided with the following at no cost to them:

- a. In the first year of employment, four (4) uniforms per year that shall be winter long sleeve and five (5) tee shirts (with pocket or collar) for summer (to be worn after May 1), one (1) sweatshirt and one (1) polo shirt. Female employees shall be supplied with slacks tailored for females.
- b. After first year of employment, two (2) uniforms per year that shall be winter long sleeve, three (3) tee shirts (with pocket or collar) for summer (to be worn after May 1), one (1) sweatshirt and one (1) polo shirt. Female employees shall be supplied with slacks tailored for females.
- c. Uniforms including District authorized identification badges must be worn during all work hours, regular shift or overtime. In addition, hats are not permitted to be worn in the building at any time.
- d. Each school building shall have a rain slicker and pants available for use by custodians on those days they are required to perform duties outdoors in inclement weather. This gear shall remain at the worksite and the leadman in each building shall be responsible for the distribution and collection of same.

Section 7 - No clause in the Agreement shall be construed or interpreted as implying any lowering of present wages or working conditions.

Section 8 - Substitutes are not subject to the terms and conditions of this Agreement.

Section 9 – The position of “maintenance foreman” is a stipended position, the duties of which shall be prescribed in a written job description. The Board shall select the individual to serve as “maintenance foreman”. His or her annual stipend for this service shall be \$2,800.00. The stipend shall be paid on a bi-monthly basis, *prorated*, and shall not be made a part of the employee’s annual base salary.

Section 10 - Leadmen shall restrict lunch activities to the building. However, the lunch period shall not count toward the daily accumulation of hours.

Section 11 -Leadmen and Foreman shall, at the sole discretion of the Board, spend two (2) hours per week beyond the normal workday on supervisory services.

Section 12 - The Board reserves the right to discontinue the position of Leadman, after consultation with the Union, if it is felt that continuation of the position is not in the best interest of the School District.

Section 13 - Tool Allowance -

1. Maintenance employees are required to utilize their own tools as part of their normal job responsibilities. As a result, the Board shall provide a tool allowance of \$200 per year to non-probationary employees on the payroll on December 1 of the school year, which will be paid no later than January 31 of that same school year, provided the employee is still on the payroll at that time.

2. Any non-probationary maintenance employee who is on an approved unpaid leave of absence on December 1, who returns to active duty on or before January 15 of the same school year, will be entitled to the tool allowance, which will be paid after the next regular Board meeting after notification has been received of his/her return to work.

3. In order to receive the tool allowance, a signed voucher must be submitted to the Board Secretary by each eligible maintenance employee on or before December 31 to receive payment in January.

Section 14 – Copies of this Agreement shall be distributed in electronic format.

Section 15 – All employees shall have direct deposit and effective July 1, 2011, the District will maintain all payroll information electronically, paystubs will no longer be distributed. Employees will have the ability to access their information online at any time.

ARTICLE 15

PENSION, WELFARE AND INSURANCE BENEFITS

Section 1 - Pension Benefits

The Board agrees to provide and pay for pension contribution benefits for all employees within the bargaining unit, in accordance with the provisions of New Jersey Statutes Annotated, Title 18A (Education).

Section 2 – Health Insurance

a. The Board shall provide the health care insurance protections designated below. The Board shall pay the full premium for each employee and in cases where appropriate a family-plan for comprehensive major medical coverage.

1. All active employees and their spouses who are covered under Part B of the Federal Medicare Program shall receive a refund on the basic amount paid for timely enrollment in Part B.
2. Effective July 1, 2011, all employees shall receive full family health insurance coverage under the United Healthcare/Oxford medical insurance coverage. The plan shall be equal to or improved to the previous insurance carrier (Blue Cross/Blue Shield-Horizon). All employees shall have the option to enroll in the POS Direct Access plan during open enrollment periods.
3. The Board shall make available to each employee a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.
4. The health care insurance coverage shall include a non-binding mandatory second medical opinion for non-emergent surgery at no cost to employee or other covered individual.
5. Co-insurance payments by employees shall be \$10 for office/specialists, and \$50 for emergency room visits.

b. The Board shall provide a prescription plan for each employee. The Board shall pay the full premium for individual or family coverage, if applicable. The plan shall have a \$10.00 co-pay for mail order 90 day supply and a \$5.00 co-pay for generic drugs and a \$20.00 co-pay for name brand provision at participating pharmacies and it is the responsibility of the individual employee to remit the co-pay portion of the plan. When a generic alternative is available, the Plan only covers the cost of the generic medication. If a member chooses to get the name-brand medication, when a generic is available, the member must pay the generic co-pay, plus the difference in cost between the generic and the name brand medication. If a member is unable, for medical reasons, to utilize the generic form of a specific medication, their physician must indicate on the prescription that the medication is medically necessary and the reason they cannot use the generic form of the medication prescribed. In these situations the employee is only responsible to pay the name brand co-pay.

c. The prescription plan and the comprehensive major medical coverage described hereinabove shall not permit any "flow through" of the co-pay portion of the employee's payment to the major medical portion of insurance coverage.

d. Contribution to Health Insurance Costs – Pursuant to N.J.S.A. 18A:16-17(b), in addition to the co-pays required in the current coverage plans, the employee shall contribute, through payroll deductions, an amount equivalent to one and one-half percent (1.5%) of their then-current annual base salary, towards the costs of health insurance.

1. All active employees and their spouses who are covered under Part B of the federal Medicare Program shall receive a refund on the basic amount paid for timely enrollment in Part B.
2. Employees of the bargaining unit shall be enrolled in the managed care plan with the Board paying the full premium. Employees so enrolled may opt for “traditional plan” coverage by filing a payroll deduction authorization with the Board obligating them to pay the difference between the managed care program and the traditional plan. Employees not eligible for full family coverage may purchase it through payroll withholding.
3. The Board shall provide each employee a description of the health-care insurance coverage provided under this ARTICLE, which shall include a clear description of conditions and limits of coverage as listed above.

Section 3- Dental Insurance

The Board shall provide the dental insurance protection designated below. The Board shall pay the full premium for individual or family coverage (subject to the limitation of Paragraph c below) for each employee. It is understood that the dental insurance protection plan pays only 50% of covered services and it is the responsibility of the employee to pay the remaining cost of services.

- a. Provisions of the dental-care insurance program shall be detailed in master policies.
- b. The Board shall make available to each employee a description of the dental-care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above.
- c. The selection of dental care insurance carrier shall be the sole responsibility of the board, provided that the level of coverage is equal to or better than the previous carrier.

Section 4 - Temporary Disability Plan

The Board will permit the Union to enter into an agreement with a private carrier to provide a temporary disability plan for its members. The full cost of this disability program will be paid by the individual members of the Unit and the Board will not be responsible for any payments but will be responsible only for administration of the plan. Further, the Union agrees to hold the Board harmless for any dispute, litigation, or penalties, etc., resulting from the Board’s administration of the plan.

Section 5 - Cafeteria Plan

The Board shall establish a Section 125 Cafeteria Plan, pursuant to the rules and regulations of the Internal Revenue Service. Employees that waive their family health care and prescription insurance coverage shall be paid \$5,000 per year, employees that waive their two adult health care and prescription insurance coverage shall be paid \$4,000 per year. Employees shall have a right to opt out/in of Section 125 Plan each year by following these procedures. Requests for a waiver/inclusion must be submitted on or before May 1, in the school year prior to the waiver/inclusion. Payments for the waiver shall be made in two equal installments on December 15th and June 15th of the school year for which coverage is waived.

Section 6 –

The Board reserves the right to change insurance carriers. If any such changes are contemplated, the union will be given notification sixty (60) days prior to such change. The level of benefits shall be equal to or better than the managed care plan, known as the Blue Cross/Blue Shield Point of Service, Direct 10 Plan.

ARTICLE 16

WAGES

Section 1 – Salaries

a. The salaries of all employees covered by this Agreement will be increased by 3% for the 2011-2012 school year and 1.5% for the 2012-2013 and 2013-2014 school years. The annual salary indicated is based upon a work year of 2,080 hours. It is also agreed that the salary guides are eliminated. The Board through its delegate, the Superintendent, shall retain full discretion to negotiate with hires their initial salary guide placement with respect to the amount, if any, of salary guide credit of which the Board may determine to grant to future employees for previous experience. It is agreed that the minimum starting salary for all employees shall be as follows:

Custodial Probation	\$11.00
Custodian	\$13.25
Maintenance/Grounds	\$16.00

b. New employees shall be employed at an hourly rate designated as “Probationary” under the salary guide until they have satisfied both the probationary period and, for custodians, have obtained their Black Seal License. At that time, the employee shall advance to the appropriate hourly rate of pay.

Any new employee hired on or after July 1, but prior to January 1, who has satisfied the above requirements shall receive a salary increase. Any new employee hired on or after January 1, but prior to June 30, who has satisfied the above requirements shall remain at the same salary through June 30 of the next school year.

c. Longevity stipends shall be computed as a percentage of the base hourly rate, as follows:

5 years = 1%
10 years = 5%
15 years = 6%

This amount shall be added to the base pay and be included for pension calculation.

d. An employee hired before January 1 in a particular school year will, for purposes of establishing longevity, be considered as having attained one (1) year of service as of June 30 of that same school year. An employee hired January 1, or subsequent thereto, in a particular school year will be considered as having attained one (1) year of service as of June 30 of the subsequent school year. The longevity rate shall be applied as of July 1 of the school year following the completion of the above-stated number of years of service.

e. Leadmen stipend shall be \$2,800 each year of the contract.

f. Temporary leadmen shall be entitled to leadmen stipends once they have performed the responsibilities of a leadman, as approved by the Board or its designee, following the fifteenth (15th) day in that temporary position. This would generally apply to custodians working in place of a leadman due to a leave of absence approved by the Board for an extended period of time.

g. A maintenance stipend shall be paid annually to those qualified employees. Payment of the stipend shall be contingent upon the employee providing either an appropriate license, the passing a test of the employer's choosing, or five (5) years or more experience as a maintenance worker in the district. The maintenance stipend shall be \$4,000 each year of the contract.

h. In the event an employee receives any negative written observations and/or evaluations concerning Leadman/Foreman responsibilities during the course of the school year, the employee Leadman/Foreman stipend position shall be posted for the next school year.

ARTICLE 17

DURATION OF AGREEMENT

This Agreement is effective July 1, 2011 through June 30, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

For the HAZLET TOWNSHIP
BOARD OF EDUCATION:

For the LOCAL #32
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO:

Stephen F. Willig, President

**Andrew Rosman, Office
Steward**

Dated: _____, 2011

D a t e d :
_____,
2011

Witnessed by:

Witnessed by:

Christopher J. Mullins, CPA
School Business Administrator

**Juanita Ray, Business
Representative**