

AGREEMENT
BOARD OF EDUCATION
of the
TOMS RIVER SCHOOLS
and the
TOMS RIVER EDUCATIONAL
SUPPORT SERVICES SUPERVISORS
AND AFFILIATES ASSOCIATION
Unit A
2009-2012

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Article 1 - Recognition

A. This Agreement, effective the first day of July, 2009 has been negotiated between the Toms River Regional Board of Education hereinafter referred to as “Board” and the New Jersey Education Association, representing the Toms River Educational Support Services Supervisor Association hereinafter referred to as “Union”.

Ed Facilities/ADA Coordinator
Director of Payroll and Finance
Director of Accounting/Board Secretary
Communications Coordinator
Food Service Director
Assistant Telecenter Director
Central Media/TV Studio Coordinator
Maintenance Supervisor
Security Director
Director of Transportation
Vehicle Maintenance Supervisor

This organization rather than the majority representative of any subordinate supervisory or non-supervisory employee organization, will independently control the negotiations for the administration of all collective negotiations agreements covering employees in positions identified in paragraph A above.

Now therefore, the Board and Union mutually agree as follows:

B. The Board recognizes the Union as the exclusive Bargaining Agent for all employees covered by this Agreement for collective negotiations concerning salaries, hours and all other terms and conditions of employment.

The Board shall not enter into any agreement with members of the Union which in any way conflicts with the terms and conditions of this Agreement and shall recognize only officials of the Union as the official representatives.

C. This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger, transfer or assignment. The seniority rights of any employee covered by this Agreement shall not in any way, be affected by any of the aforementioned acts.

ARTICLE 2 – NEGOTIATION PROCEDURES

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

ARTICLE 3 – GRIEVANCE PROCEDURE

A. Definition:

A “Grievance” shall mean a complaint by a member that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, of this Agreement, or of any administrative decision affecting members.

A grievance, to be considered under this procedure, must be initiated in writing by a member within thirty (30) calendar days from the time when the member knew or should have known of its occurrence.

B. Procedure:

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

b. It is understood that members shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

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

3. Any member who has a grievance shall discuss it with the appropriate Assistant Superintendent in charge of his/her department in an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to the Assistant Superintendent specifying:

- a. The nature of the grievance
- b. The nature and extent of the injury, loss or inconvenience
- c. The results of previous discussions
- d. His/her dissatisfaction with decisions previously rendered

The Assistant Superintendent shall communicate his decision to the employee in writing within three (3) school days of receipt of the written grievance.

5. The employee not later than five (5) school days after receipt of the Assistant Superintendent’s decision to the Superintendent of Schools may appeal the Assistant Superintendent’s decision to the Superintendent of Schools.

The appeal to the Superintendent must be made in writing citing the matter submitted to the Assistant Superintendent as specified above, and his/her dissatisfaction with the decision previously rendered. A hearing shall be held at this level before the Superintendent as requested by the grievant. This hearing will occur before a decision at this level is rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the Assistant Superintendent.

6. If the grievance is not resolved to the employee’s satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent’s decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with that employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance the by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Union, and the Union wishes review by a third party, the Union shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board’s decision, except in the case of grievance involving any of the following points:

- a. A complaint of a non-tenure employee which arises by reason of his not being re-employed.
- b. Any matter for which a method of review is prescribed by law of any rule or regulation of the State Commissioner of Education such as, but not limited to, questions on tenure, increment denial, or suspension.
- c. A complaint by any employee occasioned by appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
- d. Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board

alone, except as limited by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act.

e. A complaint by an employee occasioned by the withholding of a salary increase or increment.

8. For those items specified as non-arbitrable, the Board shall if requested by the grievant, meet and hear the grievant's position. In the specified case of a non-tenure employee who grieves by virtue of not having received a new contract, the Board need not give written reasons for its decision.

9. a. The following procedure will be used to secure the services of an arbitrator:

(1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of either the initial request for arbitration or the second request, which comes later, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

c. Rights of members to representation:

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option by a representative selected or approved by the Union.

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

(2) When an employee is not represented by the Union in the processing of a grievance, the Union shall at the time of the submission of the grievance to the Superintendent or any later level be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the Assistant Superintendent's written decision made in response to a written grievance shall be given to the Union immediately.

(3) The Board and the Union shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

d. The parties shall be responsible for all costs incurred by each, and only fee and expenses, if any, of the arbitrator shall be shared by each party paying one half (1/2).

ARTICLE 4 – EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercises of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey, or the Constitutions of New Jersey and the United States.

B. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, may be submitted to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before the Board or Committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary of, or any increments pertaining to, then he/she shall be given prior

written notice of the reasons for such meetings or interview and shall be entitled to have a person of his/her own choosing to advise and represent him/her during such meeting.

D. There shall be **NO** discrimination, interference or coercion by the Board, administration or any of its agents against the employees representing the Union or other employees as defined by this Agreement, because of membership or activity in this Association. Neither the employer nor the Union shall discriminate against any employee because of race, creed, color, gender or national origin. This shall also apply to political affiliation.

ARTICLE 5 – UNION RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey or the Constitution of New Jersey and the United States.

B. The Board retains the right to reduce staff according to law. In the event of a reduction of staff due to economic reasons, the Board shall provide notification to those staff members whose employment is to be terminated. The Board shall simultaneously notify the association President of such action.

In reducing staff in any bargaining unit job title, as set forth in the district job description manual, the incumbent employee with the least seniority in such job title shall be the first dismissed.

An employee whose employment is terminated as a result of reduction in staff shall receive thirty (30) days advance notice of such action or shall receive pay in lieu thereof and shall be placed on a recall list for a period of one (1) calendar year.

Consideration shall be given to a dismissed employee's request for placement in an open and available position as alternative to dismissal. The Parties agree that the Board reserves unilateral rights to determine and evaluate appropriate qualifications for any such alternative placement.

The Board, upon rehiring to the same job title, shall do so in the inverse order of job title seniority of those employees then currently on the recall list with seniority in the re-opened job title.

Employees so recalled and reinstated to their former job title shall receive the rate of pay for that job which is in effect at the time of reinstatement.

Any notice of re-employment to an employee on the recall list shall be made by certified mail to the last known address of such employee.

C. Whenever any representative of the Union or any member is mutually scheduled by the parties to participate during working hours in negotiations, or if required to so meet by decision of a mediator, fact-finder or arbitrator, he/she shall suffer no loss of pay.

D. Representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times provided that such shall not interfere with or interrupt normal school operations and that the administration has been duly notified and approval has been secured.

E. The Union and its representatives shall be permitted to use school buildings in accordance with Board policy.

F. The Union shall be permitted to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board or from existing stock if such is available. In either event, a purchase order is required.

G. The Association shall be permitted to use the interschool mail facilities and school mailboxes.

H. Appointed Union delegates not to exceed three (3) in number shall be given approval as part of personal leave from their normal assigned duties to attend state meetings, annual conventions and seminars and shall suffer no loss of regular pay for attendance at said meetings.

I. Three (3) members of the Union negotiating committee shall be granted time off from their normally assigned duties and shall suffer no loss of pay for all meetings between the Board and the Union for the purpose of negotiating the terms of an Agreement when such meetings are held during normal working hours.

ARTICLE 6 – RIGHTS OF THE BOARD

A. Except as otherwise provided in this Agreement and under provision of Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the Toms River School District to the extent authorized by law.

B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or subsection of this Agreement shall not be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the Legislature, the Courts of Administrative Agencies, to be retained by the Board.

ARTICLE 7 – PROFESSIONAL GROWTH

A. Costs for participating in seminars, workshops, convocations, conferences and conventions, as may be incurred by members and with prior Board approval, shall be borne by the Board of Education.

B. It is agreed that reimbursement for travel by members covered by this Agreement required to use their private vehicle in the course of their duties or for the purpose of attending seminars, workshops, conferences or conventions shall be at the current State OMB travel circular mileage reimbursement rate.

C. Tolls and fees shall be fully reimbursed where incurred.

D. It is agreed that per diem expenses incurred as a result of conventions, workshops, seminars, etc. for professional reasons, undertaken with approval by the Board, shall be reimbursed up to a maximum of fifty (\$50.00) dollars per day with a detailed expense voucher to be submitted.

Per diem expenses shall be defined as those incurred for room and board and incidental expenses. Per diem shall not include expenses incurred for travel on a commercial carrier or by private car, registration fees or other expenses such as banquets, receptions, or sponsorships whose cost includes a provision for financing the total program.

E. The Board shall provide payment or reimbursement of credits, subject to the following regulations:

1. The member must have completed three (3) years of employment in the district.
2. Such courses must be taken in an approved college or a post secondary technical school. To be eligible for reimbursement, applications for approval must be submitted to the Superintendent prior to enrollment. Courses will be reviewed and reimbursement made upon approval of the courses by the Board in concert with the Superintendent.
3. Course work that is successfully completed (grade C or better) will be reimbursed by the school district up to a maximum reimbursement of no more than One Hundred Fifty Seven Dollars (\$157.00) per credit.

The maximum per college credit reimbursement for the life of the contract shall be adjusted to remain consistent with all other negotiated agreements.

No more than nine (9) credits will be financed at the above rate in any twelve month period which runs from September to September, for any one member.

4. Reimbursement will not be made until after completion of the course or courses, and after an official transcript has been forwarded to the Superintendent's office.

5. No reimbursement shall be made for credits for which a grant covering such cost is received by the member.

6. Any member who earns a Master Degree, or is issued an Administrative Certificate by the New Jersey Department of Education, by July 1st of each contract year shall receive a yearly \$1,000.00 stipend. However, there is a maximum of \$1,000.00 stipend per year regardless of how many Master's Degrees or educational certificates a member possesses.

ARTICLE 8 – EVALUATIONS/PERSONNEL FILES

A. Evaluations

1. All employees covered by this Agreement shall be evaluated once a year. This evaluation shall be performed by the employee's immediate Supervisor.
2. Each employee shall receive a copy of his/her evaluation as prepared by his/her immediate Supervisor prior to a formal conference to discuss said evaluation.

B. Personnel Files

1. Any material which may be considered to be derogatory in nature shall be reproduced and a copy given to the employee involved. The employee shall have the right to examine said material and file a written rebuttal prior to the material being placed in the employee's file.
2. No person other than the employee's immediate Supervisor or the Superintendent of Schools or his/her designee shall have the right to review the personnel file of any employee covered by this Agreement.

ARTICLE 9 – SICK LEAVE

A. All Union members shall be entitled to sick leave days at the accumulative rate of one (1) day per month of employment for each school year.

B. It is further agreed that such sick leave as may be unused shall be accumulative without limit from year to year.

C. For Employees in good standing at the time of retirement after twenty years (20) of service in the district, the number of sick days shall be reduced to 100 days effective July 1, 2009. This 100 day limit shall be maintained for the duration of the agreement. Payments shall be calculated by dividing the last year's salary by two hundred forty (240) days to obtain the per diem rate.

ARTICLE 10 – TEMPORARY LEAVE OF ABSENCE

A. Members shall be entitled to the following temporary leaves of absence with full pay each school year. Such days of temporary leave must be taken as either one-half (1/2) or one (1) full school day.

No personal leaves of absence shall be taken immediately prior to or immediately after holidays or vacations. Any exceptions must be requested in writing to the Superintendent or his designee and must have written approval.

1. Members are entitled to three (3) days personal non-accumulative leave, subject to advance notice and approval secured from the Superintendent.

Personal leave means an activity that requires the member's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. Unused personal days shall be transferred to accumulated sick leave time on July 1st each year of this Agreement and all succeeding Agreements.

2. Up to five (5) school days at any one time shall be granted to members in the event of death of a member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or any person with whom the member has made his/her home, and any other member of the immediate household.

3. In the case of the death of a near relative, defined as first cousin, uncle, aunt, niece or nephew, there shall be no deduction from personal leave entitlement of up to three (3) days, subject to advance notice and approval of the Superintendent.

4. A member shall also be granted a reasonable amount of bereavement time with full pay for the purpose of travel in cases where the funeral is out of state. Such time off is subject to the approval of the Assistant Superintendent to whom the member is reportable.

5. Any other leave of absence granted by the Board may be without pay.

6. No leave of absence with pay shall be granted due to the requirements of a second job.

7. Professional leave for such purposes as attending meetings, seminars and visiting other schools may be granted.

Professional leave decisions will rest with the Superintendent of Schools and the Board of Education. Professional leave decisions will not be subject to arbitration.

8. If a member is subpoenaed by a court of law to appear on behalf of the Board, such member shall do so without loss of pay.

ARTICLE 11 – INSURANCE PROTECTION

A. All new employees and non-certified, effective July 1, 1994 will only receive single coverage with the option of purchasing other benefits offered to other employees of the Board of Education.

After three (3) consecutive years of service, or three (3) years consecutive service in a four (4) year period, these new employees shall receive all additional benefits.

B. As of the beginning of July, 2009 school year, the Board shall provide the health care insurance protection designated below:

1. Provision of the health-care insurance program shall be detailed in master policies (#0588692-01) in accordance with the rules of the carrier, as agreed upon by the Board and the healthcare provider:

- a. Eligibility – Effective Date
- b. Important Information About Your Medical Plan
- c. Health Maintenance Organization
- d. Hospital Benefits
- e. Skilled Nursing Facility Benefits
- f. Surgical Benefits
- g. Anesthesia Benefits

- h. Assistant Surgeon Benefits
- i. Laboratory and X-Ray Benefits
- j. Radiotherapy Benefits
- k. Prescription Drug Benefits
- l. Emergency Accident Benefits
- m. Major Medical Benefits
- n. Medical Conversion Privilege
- o. General Limitations
- p. Medicare Eligibles
- q. Coordination of Benefits
- r. Payment of Benefits
- s. Termination of Insurance
- t. Benefit Extension
- u. Accident and Health Provisions

2. Prescription Plan - \$5.00 co-pay for generic drugs and \$10.00 for name brands.

3. Dental Plan – no deductible

4. Optical – Family plan, \$10.00 co-pay to cover the annual costs of eye examinations, lenses and frames.

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

C. The Board and the Association shall provide to each association member a description of the health-care insurance coverage provided under this Article no later than the beginning of the 2009 school year, which shall include a clear description of conditions and limits of coverage as listed above.

D. Consistent with the rules and provisions of the New Jersey State Health Benefits Plan, any employee with twenty-five (25) years or more of service will be entitled to the State Health Benefits Plan through his pension upon retirement.

E. Any employee who was a member of the Association as of June 30, 1994 with less than twenty-five (25) years of service, at the time of retirement, shall be eligible for the district health benefits plan. This benefit will remain in effect only until the employee is eligible for Medicare.

ARTICLE 12 – VACATIONS/HOLIDAYS

A. The school year for members in the unit covered by this Agreement shall begin on July 1st and end on June 30th following and shall include (15) vacation days and such holidays throughout the year as enjoyed by teachers in the Toms River Schools. After ten (10) years of service to the Toms River School system, members will be entitled to an additional five (5) vacation days making a total of twenty (20) vacation days.

B. It is agreed that a maximum of five (5) vacation days can be taken while school is in session. Any requests for additional vacation time during the school year must be submitted in writing to the Superintendent or his designee and must have written approval.

C. Members with less than one (1) year service shall be entitled to a pro-rated vacation schedule based on the number of months of employment, whether it be in fully appointed or acting capacity. The calculation of said vacation days will be based upon fifteen (15) per year.

D. Vacation entitlement must be used by June 30th of each year.

E. The Director of Transportation, Vehicle Maintenance/Grounds Supervisor, will be responsible for the coordination of snow emergency and removal procedure in the district. Each will receive a stipend in the amount of five hundred (\$500.00) dollars for this responsibility. This stipend will cover twenty (20) hours of additional time beyond the normal workday. If the season warrants additional time beyond the twenty (20) hours, the individuals named will receive additional compensation at the rate of twenty-five (\$25.00) dollars per hour. The additional compensation must be approved by the Assistant Superintendent in charge of the department.

ARTICLE 13 – SALARY

There shall be a \$3,000.00 increase in salary per unit member for each year of this agreement.

ARTICLE 14 – REPRESENTATION FEE

A. All employees covered by this Agreement must, as a condition of employment, pay the regular union dues or the statutory authorized fee to the Union. The employer shall continue to collect the Union dues as set by the Union Treasurer and forward said dues to the Union.

B. The Union hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to

or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

C. The employer agrees to deduct, twice a month, dues in the amount certified to be current by the Treasurer of the Local Union from the pay of those employees who individually request, in writing, that such deductions shall be remitted by the employer to the Treasurer of the Union.

ARTICLE 15 – LEGAL DEFENSE

Whenever an employee covered by this Agreement is a defendant in any legal proceedings arising out of performance of the employee's duties, the Board shall provide such employee with the necessary means for the defense of such action or proceeding and pay or satisfy any judgment entered against said employee.

The Board and the Union agree to be bound by the provisions of N.J.S.A.40A:14-28 which is hereby incorporated by reference.

ARTICLE 16 – SAVINGS CLAUSE

A. Should any provision of this Agreement, or the application of any provision, be rendered or declared invalid by any court action or enacted legislation, all remaining provisions shall remain in full force and effect.

ARTICLE 17 – DURATION/TERMS OF AGREEMENT

A. It is agreed that the Contract shall be in effect as of July 1, 2009 and shall remain in full course and effect until June 30, 2012.

Negotiations for a successor Agreement shall begin by November 15, 2011. At such time the Union shall furnish the Board with their proposal for a successor Agreement.

FOR THE UNION



Its President



Its Secretary/Treasurer

FOR THE BOARD



Betty Vasil, President



Wendy Saxton, Secretary

