

AGREEMENT BY AND BETWEEN

THE CENTRAL REGIONAL BOARD OF EDUCATION

AND

THE CENTRAL REGIONAL SUPPORT STAFF SUPERVISORS ASSOCIATION

JULY 1, 2019 THROUGH JUNE 30, 2020

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PREAMBLE

This Agreement entered into on July 1, 2019, between the Central Regional Board of Education (hereinafter the "Board") and the Central Regional Support Staff Supervisors Association (hereinafter the "Association" or "CRSSSA") wherein it is mutually agreed as follows:

ARTICLE I
RECOGNITION

A. The Board recognizes the CRSSA as the sole and exclusive negotiation representative for collective negotiations concerning the terms and conditions of employment for employees in the following job titles:

1. Food Service Director
2. Supervisor of Buildings and Grounds
3. Transportation Coordinator

Excluded are: All other employees

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement, shall refer to all recognized employees represented by the Association in the negotiating unit as defined above.

ARTICLE 2
NEGOTIATIONS OF A SUCCESSOR AGREEMENT

A. The Board agrees to initiate negotiations with the Association over a successor agreement in accordance with the procedure set forth herein in good faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment, but also on other matters of personnel, policy, and relationships which may then be of mutual concern and interest. The parties shall endeavor to begin negotiations after January 1st of the calendar year in which this agreement expires. By the same date, the Association agrees to present to the Board its proposals for the successor agreement.

B. 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 covered by this Agreement.

C. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it must subsequently be approved by the Board of Education in order for any such Agreement to be binding upon the Board. Any such approved Agreement shall be reduced to writing, be signed by the Board and the Association and be adopted.

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.

ARTICLE 3
RIGHTS OF EMPLOYEES

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board as permitted by law shall have the right freely to organized, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or any applicable laws and regulations.
- C. The Board shall not discharge, suspend, or discipline a permanent employee without just cause.

ARTICLE 4
RIGHTS OF THE BOARD OF EDUCATION

- A. The Board reserves to itself the sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.
 - 1. To direct employees of the school district.
 - 2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees.
 - 3. To relieve employees from duty because of lack of work or for other legitimate reasons.
 - 4. To maintain the efficiency of the school district operations entrusted to them.
 - 5. To determine the means and personnel by which such operations are to be conducted.
 - 6. To take whatever actions may be necessary to carry out the missions of the school district in situations of emergency.
 - 7. All employees covered by this Agreement are required to give ninety (90) calendar days' notice of their intention to resign, unless the Board of Education specifically waives the required notice, in which case no disciplinary action may be taken against the employee.
 - 8. Unless otherwise prohibited by state or federal law or regulation, any powers and authority not specifically referenced herein shall solely reside with the Board.

ARTICLE 5
GRIEVANCE PROCEDURE

- A. The Association or any member(s) thereof shall have the right to appeal an alleged misapplication, misinterpretation, or violation of this Agreement or any administrative decision rendered thereunder Pursuant to this Article.
- B. Upon written request specifying the nature of the grievance, the specific section of the contract in dispute and any pertinent information which gave rise to the appeal, the Association or any member(s) thereof shall have the right to submit the grievance to the Superintendent of Schools for the purpose of seeking to resolve the dispute. The Superintendent shall issue a written decision of the grievance within ten (10) work days.

C. If the Association or the grievant(s) is dissatisfied with the decision of the Superintendent or if no decision has been rendered by the Superintendent within the timeframe specified above, within five (5) work days, the Association or the grievant(s) may submit the grievance to the Board of Education. The Board of Education shall render its written decision on the appeal no later than five (5) work days after the next Board meeting.

D. Miscellaneous

1. All decisions shall be in writing. The complete file of decisions and appeals shall be transmitted to the next level.

2. All documents, communications and records dealing with the procession of a grievance shall be filed in a separate grievance file in the office of the Superintendent of Schools.

3. All meetings hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected Association representatives – including attorneys – heretofore referred to in this Article.

ARTICLE 6
WORKING CONDITIONS

A. The work year of unit employments shall commence July 1 and end June 30. The in-school work year for all personnel shall be as the Superintendent designates and as necessary to perform the assigned responsibilities.

B. Employees will be reimbursed for travel in accordance with district policy.

C. Any unit employee may terminate their employment provided the employee gives the Board ninety (90) days' notice in writing of their intention to terminate their employment. The Board may terminate the employment of any unit employee provided the Board gives the employee ninety (90) days' notice in writing of its intention to terminate their employment.

ARTICLE 7
VACATION LEAVE

A. All Association members shall be entitled to twenty (20) paid vacation days per work year.

B. The vacation days will accrue from year to year on the first day actually work by the employee. Employees will be permitted to carryover.

C. In the event an employee is hired after July 1, for the first work year, he/she shall be eligible to ear pro-rated vacation days, based upon their date of hire at the rate of one (1) vacation day per full month worked.

- D. In the event that the employee's employment is terminated, the employee's accrued vacation will be prorated for the final work year accordingly. If the employee leaves the employ of the Board, the Board agrees to compensate the employee for earned, accumulated, and unused vacation days.
- E. All employees may take vacation leave at any time subject to the approval of the Superintendent or designee.
- F. Employees may carryover any unused vacation accrued in a work year. All vacation days carried over to the next year, must be used in the year in which they were carried over. Any vacation days that are not used in the year in which they are carried over will be forfeited. Employees may request payment for up to ten (10) unused, accrued vacation days per year. Ten days are being granted under this provision based on the unique duties that encompass the positions covered in this bargaining unit such that there are times when said employees are required to work on weekends, before or after hours, weekends, and generally get fewer holidays than many other staff within the district.
- G. The Board agrees to pay employees for unused vacation days as set forth above at their per diem rate at the time of separation. Calculation of per diem rate shall be annual pensionable salary divided by 240.

ARTICLE 8
SICK LEAVE

- A. Employees shall be entitled to twelve (12) sick leave days each school year, as of the first official day of said school year if employed as of the first day of the school year. Otherwise, sick days shall be prorated. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Extended paid leave of absence may be granted to employees who have exhausted accumulated sick leave through lengthy illness. Employees in this Association are eligible to participate in the Sick Bank program which is entirely dictated by Board Policy.

ARTICLE 9
TEMPORARY LEAVES OF ABSENCE

- A. All employees covered by this Agreement shall be entitled to the following leaves of absence with full pay each year.
 - 1. Personal Leave Days
Employees shall be entitled to three (3) days of personal business that cannot be conducted outside of school hours. Request for personal days must be approved in advance by the Superintendent or designee. Unused personal days shall transfer to become sick days on June 30 each year.

2. Bereavement

Any employee is entitled up to five (5) work days in each case of death in the immediate family. If the death occurs during a vacation period, any of the five (5) consecutive days contiguous to the death which are scheduled work days shall be granted. "Immediate Family" shall include, spouse, mother, mother-in-law, father, father-in-law, grandparents, brother, sister, children, stepchildren, grandchildren or civil union or domestic partner.

Any employee is entitled up to two (2) work days in each case of death of a niece, nephew, brother-in-law, sister-in-law, spouse's grandparent or significant person at the discretion of the Superintendent.

3. Any employee required to serve jury duty during their normal work shift, work day, or work year, shall suffer no loss of pay for all such time served, provided the employee remits to the Board of Education any compensation other than mileage or meal expense they may receive as a result of such service. No employee shall receive any additional pay or compensatory time for serving jury duty.
- B. Time necessary for persons call into temporary active military duty shall be governed by statutory requirements.
- C. Time necessary for an employee's appearance in all legal proceedings arising out of and in the course of the employment of the individual by the Board. Excepting however, time in any legal proceeding in which the said individual is a party plaintiff in a suit against the Board or is a defendant in the proceeding brought by the Board against the individual.
- D. Time necessary shall be granted for appearance in any legal proceeding connected with the employee's employment or with the school system, or any other legal proceeding if the employee is required by law to attend, except leave requested to appear on behalf of an employee who instituted litigation against the Board, unless compelled by law to do so.
- E. Other temporary leaves of absences with pay may be granted by the Board for a good reason. Such determination resides solely with the Board.
- F. Leaves taken pursuant to this Article shall be in addition to any sick leave which the employee is entitled.
- G. Unless specified herein expressly, all leaves are non-accumulative.

ARTICLE 10

EXTENDED LEAVES OF ABSENCE

- A. This Article is subject to the provisions of the applicable Family Leave Laws.
- B. Except as may be expressly required by law, the Board upon recommendation of the Superintendent reserves the sole discretion in granting of extended leave with or without pay. Such leave may be granted as the Board may deem good and sufficient reason.

C. Anticipated Disability Leave

1. Any unit employee who anticipates becoming disabled or becomes disabled for reasons including, but not limited to surgery, hospital confinement, medical treatment, pregnancy, may apply for a leave of absence based upon the disability in accordance with the provisions hereinafter set forth. During a leave approved for disability by the Board, a unit employee's sick leave will be used during the leave and will run concurrently with applicable state and federal family leave laws.

2. In the event a unit employee is able to anticipate a need for a disability leave, the employee shall notify the Superintendent in a reasonable time prior to the anticipated leave. In the event of an anticipated leave due to pregnancy, the unit employee and the Superintendent shall meet no less than sixty (60) days prior to the anticipated leave date for the purpose of discussing the specific dates and arrangements pursuant thereto, including leave for child rearing.

3. After meeting with the Superintendent, the unit employee requesting a leave under the provisions of this section shall specify in writing the date on which the employees seeks to commence the leave and the date upon which the employee anticipates returning to employment following recovery from the employee's disability.

4. Prior to returning to work, the unit employee who has been on disability leave must produce a certificate from his or her physician stating that he or she is able to return to work and perform the essential functions of his or her job.

5. Whenever, in the opinion of the Superintendent, the return date from a disability leave would interfere with the administration of the school or with the education of the children, the requested return date may be changed.

D. Child Rearing Leave

1. In the case of a birth or adoption of a child, an employee shall have the right to apply for a leave without pay or any other benefits provided for in this agreement for child rearing purposes.

2. In the case where both spouses are employed in the school system, only one spouse may be entitled to apply for such leave.

3. Application for child rearing leave shall be made by the employee to the Superintendent at least three (3) months prior to the anticipated birth or adoption of the child, where possible.

4. Leaves taken under the family leave laws are to be taken concurrently to leaves under this section and not consecutively.

E. Other extended leaves of absence without pay may be granted by the Board for good reason at the Board's discretion.

ARTICLE 11
SALARIES

- A. The minimum and maximum base salaries of the job titles in the Negotiations Unit shall be as follows:

Position	Salary Minimum	Salary Maximum
Food Service Director	\$55,000.00	\$105,000.00
Supervisor of Buildings & Grounds	\$55,000.00	\$105,000.00
Transportation Coordinator	\$55,000.00	\$105,000.00

For any new hires during the term of this contract, salary shall be negotiated between the individual and the Board.

- B. The total compensation of the current employees in the Negotiations Unit during the duration of this Agreement shall be as follows:

2019/2020

Position	Employee	Base Salary
Food Service Director	Bruce Scarpulla	\$86,909.00
Supervisor of Buildings & Grounds	Sam Pepe	\$99,205.00
Transportation Coordinator	Barbara Sargeant	\$92,700.00

- C. Employees shall be compensated \$175.00 per event attended outside of their normal work day up to a total of eighteen (18) events per unit member per year.

D. Pay Periods

1. Twelve (12) month employees shall be paid in twenty-four (24) equal semi-monthly installments. Ten (10) month employees shall be paid in twenty (20) equal semi-monthly installments.

2. When a payday falls on or during a school holiday, or weekend, employees shall receive their paychecks on the last previous working day.

3. All employees' net pay shall be paid via direct deposit into such accounts as the employee designates. Submission of initial banking information shall be made no later than September 15 of each year unless no change has been made.

E. Longevity

1. Employees shall receive an additional \$1,000 upon completion of their 10th year in the district and an additional \$1,000 (for a total of \$2,000) after completion of their 20th year in the district.

ARTICLE 12
INSURANCE PROTECTION

A. Hospital and Medical Coverage

1. The district shall provide all unit employees with full hospital, medical, and prescription coverage as provided under the Direct 15/25 PPO Plan or substantially equivalent coverage. The premium cost for the coverage shall be shared between the Board and the employee consistent with the current Chapter 78 Tier 4 contribution percentage rates structure.

2. Unit employees have the option of choosing any other plans available. Unit employees choosing more expensive plans than the Direct 15/25 PPO Plan shall bear 100% of the cost difference.

3. Unit employees choosing to enroll in the Direct 20/30 PPO shall receive a Board contribution of one hundred fifty dollars (\$150) per year to be deposited into a Flexible Spending Account (FSA).

4. Unit employees choosing to enroll in the Direct 20/35 PPO shall receive a Board contribution of three hundred dollars (\$300) for single coverage or five hundred dollars (\$500) for coverage above single per year to be deposited into a Flexible Spending Account (FSA).

5. The prescription plan shall be as follows: the co-pay will be \$20.00 for generic and \$30.00 for brand name. The mail order co-pay shall be \$10.00 generic and \$20.00 for brand name. Prescription co-pay cannot be submitted for Major Medical Reimbursement.

6. Nothing herein shall be construed to deny or restrict the Board in make the sole determination of the carrier(s) provided it can demonstrate that any change in carrier(s) result in no substantial reduction in benefits or services.

7. Unit employees may "opt-out" of said insurance and receive compensation as follows (all amounts annual):

Medical Plan – 25% of savings or \$5,000, whichever is less

Prescription Rx Plan – Single Plan \$843.84; Husband/Wife Plan \$1977.60;
Employee/Child(ren) Plan \$1126.02; Family Plan \$1997.10

Dental Plan – Single Plan \$223.92; Husband/Wife Plan \$581.12;
Employee/Child(ren) Plan \$581.12; Family Plan \$591.12

Vision Plan – Single Plan \$24.90; Husband/Wife Plan \$37.38;
Employee/Child(ren) Plan \$43.62; Family Plan \$62.28

ARTICLE 13
PROFESSIONAL DEVELOPMENT

- A. The Board will pay the cost of the Association members to maintain the necessary licenses and refresher courses as per State and Federal guidelines.
- B. The Board shall assume the full cost of expenses for professional development for the negotiation unit members provided the professional development is approved or required by the Superintendent; however, the cost of professional development shall not exceed one thousand five hundred dollars (\$1,500.00) per unit member per fiscal year. The negotiation unit members shall make application to the Superintendent for a professional development course at least ten (10) days in advance of the requested professional development course.
- C. Based upon the recommendation by the Superintendent and at the sole discretion of the Board each member of this negotiation unit may be permitted to attend one (1) national convention during the term of this Agreement and one (1) regional/State convention each year during the term of this Agreement in accordance with Board policy and all applicable travel regulations.
- D. The Board shall pay for each employee in this unit's professional dues annually. This includes the following organizations:
 - 1. NJ Principals & Supervisors Associations (NJPSA)
 - 2. NJ Schools Buildings & Grounds Association
 - 3. NJ Designated Persons
 - 4. NJ Turf Grass Association
 - 5. NJ Sports Field Association
 - 6. National Association of Pupil Transportation
 - 7. School Transportation Supervisors of New Jersey (STS)
 - 8. School Nutrition Association
 - 9. ServeSafe
- E. Personnel covered within this Agreement shall be entitled to reimbursement up to a maximum of \$3,000 per year per person for graduate courses or trade school courses approved by the Superintendent.

ARTICLE 14
RETIREMENT

- A. Unit employees shall be eligible for payment unused sick days at the time of retirement from the district contingent upon the following conditions:
 - 1. The unit employee must have at least ten (10) consecutive years of service with the district.
 - 2. The unit employee must give written notice to the Superintendent of his or her request for retirement setting forth the requested date of retirement and his or her claim for unused sick days.

3. The effective date for the written notice may be waived in case of an emergency, with approval of the Superintendent and at the sole discretion of the Board.

4. The unit employee's compensation for unused sick days shall be based on 50% of per diem salary per unused sick day up to a maximum of twenty thousand dollars (\$20,000). For employees hired after May 21, 2010 maximum unused sick day up to a maximum of fifteen thousand dollars (\$15,000). Any amounts above \$3,000 shall be deposited into employee's 403B account pursuant to IRS regulations.

5. The retirement payment set forth in the Article for unused sick days shall only be paid upon a Public Employees Retirement System (PERS) approved retirement. Other than retirement, any other form of separation of service shall not constitute credit under this provision.

ARTICLE 15
DISCRIMINATION

- A. There shall be no discrimination by the Employer against any of its employees because of Association activity, nor shall there be any discrimination against any employee because of race, color, creed, sex, age, nationality, ancestry, marital status, domestic partnership status, affectional or sexual orientation, gender identity or expression, genetic information, disability or atypical hereditary cellular or blood trait of any individual, or because of liability service in the armed forces of the United States in the placement and retention of employment, or in the hours, wages, and working conditions of the employee.

ARTICLE 16
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual member heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. The rights and privileges of the Association and its representative 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. In the event the Board should enter into any shared service contracts with other districts and the agreements cause an increase in workload for a member of this negotiation unit, the members shall have the right to sit down and negotiate a stipend or other form of additional

compensation with the Board in an amount that takes into account the nature of the shared services contract and the additional work time required. Any additional stipend or benefit derived from this section shall run co-terminus with the shared services contract and will not continue should the shared service contract be terminated or expire.

- E. Any individual employee within this unit shall be provided a cellular phone paid for by the district upon request. A phone plan based on the employee's job duties shall be selected by the Board or its designee. Any additional fees above the normal monthly costs incurred related to personal use of said phone shall be reimbursed to the Board by the employee.

ARTICLE 17
TENURE PROTECTION

- A. The Board of Education shall grant contractual tenure to employees in this unit upon completion of their 5th full year in the district for current employees only. New employees of the unit shall neither be eligible nor will they be granted contractual tenure. For the purposes of this provision, the Food Service Director currently employed at the time of ratification of this agreement shall have tenure effective September 1, 2018 as the Board of Education is recognizing his years of service as a Food Service Director in a private company.

ARTICLE 18
DURATION OF AGREEMENT

- A. This Agreement shall be effective commencing July 1, 2019 and shall remain in effect until June 30, 2020.
- B. This Agreement shall terminate as indicated above, unless extended in writing by agreement between the parties.

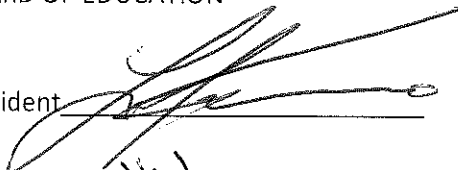

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

FOR THE
CENTRAL REGIONAL
BOARD OF EDUCATION

President _____

Secretary _____

Date _____

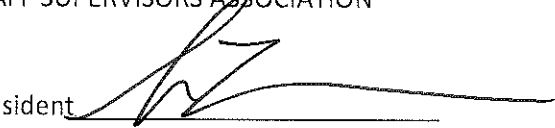



8/22/19

FOR THE
CENTRAL REGIONAL SUPPORT
STAFF SUPERVISORS ASSOCIATION

President _____

Secretary _____

Date _____



8/20/19