

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL
IN THE COUNTY OF SUSSEX
AND
SUSSEX COUNTY
TECHNICAL SUPPORT ASSOCIATION

JULY 1, 2006
THROUGH
JUNE 30, 2007

Approved: November 30, 2006

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P R E A M B L E

THIS AGREEMENT is made and entered into by and between the Board of Education of the Vocational School in the County of Sussex and the Sussex County Technical Support Association.

It represents the complete and final understanding of all negotiations between the Board and the Association for the duration of the agreement.

ARTICLE I

RECOGNITION

- A. The Board of Education of the Vocational School in the County of Sussex recognizes the Sussex County Technical Support Association as the collective negotiating unit concerning grievances and terms and conditions on behalf of all full-time custodial and maintenance personnel.
- B. All other positions, not specifically defined above, are excluded.

ARTICLE II

UNIT DEFINITION

- A. This contract shall cover all persons employed full-time in the following positions:
 - 1. School Custodians
 - 2. Maintenance/Custodian Personnel
- B. All job descriptions shall be given to unit members after approval by the Board.

ARTICLE III
SUCCESSOR AGREEMENT

A. Commencement Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the date provided by law of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Information

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board agrees to furnish in response to reasonable requests, which are reasonable as to quality and time, public information, including but not limited to, annual financial reports and audits, the proposed budget and a register of names and addresses of personnel covered by the terms of this Agreement. Anything herein stated to the contrary notwithstanding, the Board shall not be obligated to compile or to furnish any information which does not exist as a separate public record or document.

C. Procedure

1. Representation – Neither party in any negotiations shall have any control over the selection of negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiation.
2. Meeting Time – All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities unless otherwise agreed.

D. Savings Clause – Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of

this Agreement as established by the written rules, regulations and/or written policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement.

E. Modification Clause – This Agreement shall not be modified in whole or in part by the parties except by an instrument duly executed by both parties.

ARTICLE IV

TIME SCHEDULE

- A. All employees work a 40 hour week. Their time schedule will be set by the Director of Buildings and Grounds. Such 40 hour work week will include a lunch period.
- B. Permanent shift changes, if required, shall be made by the Director of Building and Grounds by first assigning volunteers and then on the basis of district needs and employee qualifications. It shall be the district's practice to also consider seniority and performance in making involuntary changes.
- C. All employees are entitled to a 45 minute lunch period each day. Employees are requested to have their lunch at school unless there is an emergency and they must leave the building. Under these circumstances, notification of the immediate supervisor prior to leaving the building is required.
- D. A time period of fifteen minutes is provided for coffee break. Schedule for the coffee break shall be arranged by the supervisor. This is a daily period which cannot be accumulated and which cannot be utilized to alter the normal working day schedule.

ARTICLE V

HOLIDAYS AND WEEKEND

- A. Holidays will be determined each year after the school calendar has been approved by the Board prior to the beginning of each school year. In the event that a Holiday is scheduled during the winter recess, it is desirable that all members of the Association observe that day. However, if this is not done the following will apply:
1. Those members of the Association who do not observe the one day winter recess holiday will be given one Flex Holiday to be used in its place.
 2. No more than three members of the Association can use a Flex Holiday on the same day.
 3. Requests for Flex Holidays are to be submitted through channels to the Director of Buildings and Grounds for approval.
- B. All future holiday schedules will consist of no less than 12 days per year and will be developed in consultation with the Association. However, the Board reserves the right to keep the building open at all times throughout the year. In the event an employee is required to work on a holiday to assure continued operation of the district, said employee shall be awarded compensatory time or reimbursed at the rate of twice his/her normal hourly rate. Volunteers will be sought first on a rotating basis, but others may be assigned as per the discretion of the Director of Buildings and Grounds.
- C. When the holiday falls on Saturday or Sunday, it shall be provided for as approved by the Director of Buildings and Grounds in accordance with Board Policy for other employees.
- D. When required to work on Saturday, the salary will be based on the average hourly rate of pay determined by calculating 1/260 of current salary multiplied by 1.5, provided the days do not constitute a normal 5 day work week. Employees must work a full, 40 hour week in order to qualify for overtime pay on Saturday. Employees taking leave, as permitted by the agreement, other than for bereavement or scheduled vacation, for more than one day during the week preceding the weekend day worked, will receive straight pay.

- E. When required to work on Sunday, the salary will be based on the average hourly rate of pay determined by calculating $1/260$ of current salary multiplied by 2.0, provided the days do not constitute a normal 5 day work week.

- F. Hours worked beyond the normal eight hour day will be paid by calculating $1/260$ of current salary multiplied by 1.5.

- G. Holiday premium, which is double time, will be paid if an employee is required to work a holiday, or the Saturday after Thanksgiving, or the Saturday before Easter, or Saturdays falling on December 26 or December 31 .

ARTICLE VI

VACATION

- A. Vacation time will be earned as follows (based on full-contract year of work):

Up to five full years of service – 12 days per year

More than five and up to fifteen

full years of service – 17 days per year

Over fifteen years of service – 22 days per year

In addition to the vacation specified above, employees shall accrue additional vacation time using the following formula:

12 No. of Sick Days Used the Previous Year

12 X 3 Equals

additional vacation days for the current year. Fractions shall be rounded to the nearest 1/2 day. (See attached example of Sick Days – Vacation Formula.)

- B. During the first year of employment, vacation will be earned at the rate of one day per month.
- C. Vacation carry-over of up to five days may be permitted provided:
1. The employee has been employed for one year or more.
 2. The employee has been recommended for re-employment.
 3. The employee has a satisfactory evaluation.
 4. A written request to the Director of Buildings and Grounds is made at least thirty days prior to June 30.
 5. Scheduling of approved carry-over shall be at the discretion of the Director of Buildings and Grounds.
- D. Employees leaving employment during the contract year and before taking vacation shall receive the opportunity to take the vacation or be credited for pay purposes at the discretion of the Board of Education at the rate of

1/260 per day. Credit for the portion of a year worked will be established on the following schedule:

Up to five full years of service – 1 day for each full month of service

More than five and up to fifteen full years of service	1.5 days for each full month of service
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Over fifteen years of service	2 days for each full month of service; maximum 30 days
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In no case will the above calculation be permitted to provide for more than the number of days indicated for a full year of service above.

- E. Vacation time must be arranged with the Director of Buildings and Grounds. If agreement cannot be reached, the Superintendent will make the final determination. Vacation time shall be taken prior to June 30 of the contract year in which the vacation is earned, except as outlined in paragraph C.

ARTICLE VII

SICK LEAVE

A. Employees absent due to illness will call the Director of Buildings and Grounds. Time forms will be provided by the payroll office and when completed will be returned weekly to the payroll office.

B. Absences for personal illness shall be allowed and shall include pay not exceeding twelve days time in any one contract year. If fewer than twelve days of allowed sick leave is taken in any contract year, then the number of days not utilized shall be cumulative, and if taken, shall be paid for.

Absences for illness exceeding five consecutive days will require a physician's certificate, indicating nature of illness and readiness for return to work; said certificate to be filed with the Director of Buildings and Grounds.

C. Upon retirement, a member will be paid 1/2 the rate of 1/260 of their current salary, per unused sick day, up to the following:

\$5,000 for 10 years of employment

\$7,500 for 15 years of employment

\$10,000 for 20 or more years of employment

D. **REIMBURSEMENT FOR EXCELLENT ATTENDANCE**

At the end of each school year, \$500 will be awarded to an employee who has used zero personal and family illness days. \$500 will be awarded to an employee who has not used more than a total of six personal and family illness days in any consecutive three year period. Only one \$500 payment may be made per year per person.

ARTICLE VIII

PERSONAL DAYS AND OTHER ABSENCES

- A. Absences needed to care for a seriously ill family member(s) shall be governed by the New Jersey Family Leave Act or the federal Family Medical Leave Act, as appropriate.
- B. Absences on account of marriage or to attend weddings of relatives or friends may be allowed by the Director of Buildings and Grounds, on request, but shall be without pay.
- C. Absences due to a death of an employee's spouse, child, step-child, mother, father, step-mother/father, mother/father-in-law, brother/sister-in-law, grandmother, grandfather, grandchild or a resident of the employee's household shall be allowed with pay for the required period but not to exceed five days in each such case.
- D. Absences because of the death of an aunt, uncle, cousin, niece, or nephew of the employee will be allowed with pay on the day of the funeral only.
- E. Personal leave not exceeding four days per year, with pay but not accumulative, shall be allowed. Request for these personal days shall be made through the Director of Buildings and Grounds five days in advance except in emergency situations.
- F. Any employee who anticipates undergoing a long term disability arising out of, but not limited to, surgery, hospital confinement, medical treatment or pregnancy, shall be entitled to a leave of absence based upon such anticipated long term disability, in which instance such leave of absence shall be chargeable to the accumulated sick leave account, if any, of said employee. If the accumulated sick leave account is or had been exhausted, the leave of absence shall be without pay and conform to applicable family leave laws.
 - 1. All employees covered by this Agreement anticipating such long term disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in a disability is known, and shall submit a certificate from his/her physician verifying the condition expected to result in the long term disability and the physician's prognosis as to the anticipated duration of such disability.

2. If requesting an unpaid leave of absence under this Article, a written request must be submitted specifying the date on which he/she expects to commence said leave and the dates on which he/she expects to return employment following recovery from said disability.

G. Child Rearing Leave

1. The Board of Education shall grant to any employee an unpaid leave of absence to provide necessary care for his/her natural infant child from the date of said child's birth or the expiration of parent's paid leave of absence for disability resulting from said birth. Only one parent per family shall be eligible for such leave of absence. Should a child rearing leave be requested, it must continue from the date of request until the commencement of the next school year following termination of said disability leave or the commencement of the next succeeding school year thereafter. The request for such leave shall set forth the requested date of return. An application for child rearing leave must be made no later than 65 days prior to the anticipated birth of child. Such application shall include the requested commencement and termination dates for such leave. The Board shall consider the request of the employee concerning the date of return, but the Board shall have final determination as to the date of return.
2. Any non-tenure employee requesting a child rearing leave shall be granted the same, however, such leave may not be extended beyond the end of the school year in which the leave is obtained.
3. An employee returning to the system may be assigned by the Superintendent to any similar position within the system.
4. An employee adopting an infant child of three years of age or less, shall be entitled to the same privileges under this Article as offered to an employee who has a child naturally. The leave of the adopting employee shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the legal requirements for the adoption, providing that such employee had previously advised the Board, in writing, of the fact that application of adoption has been made. Such notification shall be made within thirty

(30) days of the filing of the application. The Board will use reasonable efforts to keep such notices to it confidential.

5. Any requests for extensions or reductions shall be subject to modification based on substantial interference with the administration of the school, or the education of the children, and provided such change by the Board is not medically contracted, any such extensions shall be to N.J.S.A. 18:30-1 et seq.
 6. Where an unpaid disability leave for child rearing is anticipated during the first month of a school year, such leave must commence at the start of the school year. Such leaves may not be terminated during the last month of the school year.
- H. All benefits to which a tenured employee or non-tenured employee was entitled at the time of the leave of absence, pursuant to this Article, accumulated sick leave shall be restored to the employee upon return from the leave of absence granted pursuant to this Article, with the exception that earned increments will not be included.
- I. All extensions or renewals of leaves shall be applied for in writing and, if granted, shall also be in writing.

ARTICLE IX

REIMBURSEMENT

- A. When required to utilize personal transportation for school use, individuals shall be reimbursed at the rate established by Board Policy. Persons authorized for such reimbursement shall be designated by the Director of Buildings and Grounds.

ARTICLE X
GRIEVANCE PROCEDURE

A. **DEFINITIONS**

1. **GRIEVANCE**

A “grievance” is a claim by a member of the Association based upon the interpretation, application, alleged violation of this Agreement, affecting an identified member or group of members.

2. **AGGRIEVED PERSON**

An “aggrieved person” is the member or the Association making the claim of a grievance. The aggrieved person, or persons, should be identified.

3. **PARTY IN INTEREST**

A “party in interest” is the person making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. **PURPOSE**

The purpose of this procedure is to secure, at the lowest level, equitable solutions to both parties of the problems which may from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. **PROCEDURE**

1. **TIME LIMITS**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All grievances shall be filed within ten working days of the date of awareness of the grievance.

2. **YEAR END GRIEVANCES**

In the event a grievance is filed at such time that it cannot be processed through all steps in the procedure by the end of the

school year, the grievance steps shall be accelerated, if possible, or the time shall be extended by mutual consent.

3. LEVEL ONE – DIRECTOR OF BUILDINGS AND GROUNDS

A member with a grievance shall discuss the same with the Director of Buildings and Grounds within fourteen working days of the occurrence of the grievance or within fourteen working days of the date when the grievant reasonably should have become aware of the grievance. The member may discuss the matter either directly or if the individual chooses through the Association's designated representative, with the objective of resolving the matter informally.

4. LEVEL TWO – SUPERINTENDENT

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Superintendent (with a copy to the Association) within fourteen working days of the conference specified in Level One.

5. LEVEL THREE – BOARD OF EDUCATION

If the employee is not satisfied with the action taken by the Superintendent, he shall notify, in writing and within ten days, the Secretary of the Board of Education. The Secretary of the Board of Education shall immediately notify the President of the Board of Education who shall arrange a hearing if the employee is not satisfied with the action. Said hearing to be held in executive session no later than the next regular Board meeting. Board findings will be final. If either party fails to act within the time limits prescribed, the grievance shall be waived or moved to the next step by the party not negligent.

6. LEVEL FOUR – ADVISORY ARBITRATION

If the aggrieved party is not satisfied with the disposition of his grievance at Level Three, or if no decision has been provided within fifteen (15) school days after the Board hearing, the aggrieved party may request that the Association submit the grievance to advisory

arbitration. If submitted for arbitration, either party may request a list of arbitrators from the State Board of Mediation and the parties shall be bound by the rules and procedures of the State Board of Mediation in the selection of an arbitrator.

The arbitrator's decision shall be in writing and shall set forth his findings of fact and decision on the issues submitted. The arbitrator's decision shall be advisory only and he shall be without power or authority to make any decision contrary to, or inconsistent with, or modify or varying in any way, the terms of the Agreement or of applicable laws, rules, and regulations. All costs for the arbitrator, including per diem expenses, shall be borne equally by the Association and the Board.

D. RIGHTS OF MEMBERS TO REPRESENTATION

1. MEMBER AND ASSOCIATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative he/she selects. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. REPRISALS

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

If, in the judgement of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing and shall commence at Level One.

2. WRITTEN DECISIONS

Decisions rendered after Level One shall be in writing, and shall set forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. SEPARATE GRIEVANCE FILE

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

4. MEETING AND HEARING

All meetings and hearing under this procedure shall be conducted in private.

ARTICLE XI

MISCELLANEOUS

- A. Three set of uniforms and two pairs of safety shoes will be provided per custodial employee and four sets of uniforms and two pairs of safety shoes will be provided per custodial/maintenance employee per year. The Board will reimburse each employee up to a maximum of \$100 per pair of shoes. Employees shall purchase boots with a composite toe as long as the shoes meet the established regulations. Employees engaged in outside work (ex. snow removal, sewage plant, etc.) will be reimbursed for special work boots up to a maximum of \$100 per pair.
- B. Coverall, rain gear, and boots will be purchased for district wide use at the discretion of the Director of Buildings and Grounds.
- C. A two way communication system, as determined by the Board, will be made available.
- D. The Board shall provide to the Association a room to accommodate employees for lunch periods and coffee breaks.
- E. Employees working on the days school is closed due to inclement weather will earn a comp day. The employee will not be given a comp day for a specific snow day if a sick day, personal day, vacation day, bereavement day, or any other type of leave is taken. These comp days will be scheduled by request through the Director of Buildings and Grounds and taking the needs of the district into consideration. Each employee must use all accumulated comp time by October 31 of each year.
- F. Any employee carrying a license (i.e., black seal, etc.) will be compensated at the rate of \$500 on or before December 15 or each year.
- G. In the event of a lay-off or termination, the employee will be notified 30 days in advance.
- H. Tenure will be granted to all employees hired prior to October 1, 2003. Employees hired after October 1, 2003 shall not be granted tenure.
- I. No employee shall be reprimanded without just cause.
- J. All new positions shall be posted and offered to existing employees prior to advertising for outside applicants.
- K. Unit members with plumbing and/or electrical licenses shall be paid an annual stipend of \$1,000.00 per license per year of this contract.

ARTICLE XII

SALARIES AND BENEFITS

- A. An annual salary for the purpose of hiring new employees shall be determined by the Board.

CUSTODIAL SALARY GUIDE

<u>LEVEL</u>	<u>2006/07</u>
1	24,976
2	25,603
3	26,383
4	26,855
5	27,329
6	28,306
7	29,283
8	30,260
9	31,237
10	32,214
11	33,191
12	34,168
13	35,088
14	36,629
15	38,030
16	39,424
17	40,423
18	41,230
19	42,038
Night Supervisor	\$1,000
Night Shift Differential:	3 rd shift after 60 days employment is \$0.23 per hour. 2 nd shift after 60 days employment is \$.017 per hour.

MAINTENANCE/CUSTODIAL SALARY GUIDE

<u>LEVEL</u>	<u>2006/07</u>
1	26,151
2	27,092
3	28,032
4	28,972
5	29,755
6	30,594
7	31,417
8	32,331
9	33,308
10	34,281
11	35,326
12	35,755
13	36,724
14	37,769
15	38,935
16	40,169
17	41,214

- B. The Board reserves the right to move an employee on the guide at its discretion.
1. All support staff will advance one level each year for the duration of this Agreement.
 2. Any employee with 10 continuous completed years of service in this district will have \$1,000 added to their base salary.

ARTICLE XIII

ASSOCIATION PAYROLL DEDUCTIONS

- A. Association Payroll Dues Deduction
1. The Board agrees to deduct from the salaries of its employees, dues for the Association as said employees individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1969 (NJSA 52:14 – 15.9e) and under rules established by the State. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
 2. The Association will certify to the Board in writing, the current rate of its membership dues and that any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date.
 3. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.
- B. The filing of a notice of an employee's withdrawal shall be prior to June 1 and become effective to halt deduction as of September 1 next, succeeding the date on which of withdrawal is filed.

ARTICLE XIV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of 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 Laws 1975, or other laws of New Jersey and the United States; that shall not discriminate against any employees with respect to hours, wages, or any terms and conditions of employment by reason of his membership in the Association and its affiliates, his participation under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be constructed to deny or restrict to an employee such rights as he may have under New Jersey School Laws or other applicable laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any employee is formally required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative(s) of the Association present during such meeting or interview.
- D. No employee shall be prevented from wearing pins or other identification of membership in the Association.
- E. No employee shall be disciplined or reprimanded in the presence of students or fellow workers.

ARTICLE XV

EMPLOYEE EVALUATIONS

- A. Frequency – Employees shall be evaluated prior to April 30 by their immediate supervisor at least once in each school year; to be followed in each instance by written evaluation report and by a conference between the employee and his/her immediate supervisor.
- B. All monitoring or observation of work performance of an employee shall be conducted openly and with full knowledge of the employee.
- C. An employee shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- D. Personnel Records
 - 1. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his expense of any documents contained therein. An employee shall be entitled to have a representative(s) of the Association accompany him during such review.
 - 2. The employee shall have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
 - 3. The Board shall not establish any separate personnel file, which is not available for the employee's inspection. The Board shall preserve the right to keep the confidentiality from the employee of personal references, academic credentials and other similar documents.
 - 4. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy of the letter prior to its placement and the employee shall have the right to attach a response.

ARTICLE XVI

PROTECTION OF EMPLOYEES

A. The employees hereunder shall be entitled to all the rights and privileges accruing them pursuant to the following New Jersey Statutes:

1. 18A:16-6 Indemnity of officers and employees against civil actions

“Whenever any civil action has been or shall be brought against any person holding office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for maintain appropriate insurance to cover all such damages, losses, and expenses.”

2. 18A 16-61.1 Indemnity of offices and employees in certain actions

“Should any criminal action be instituted against any such person for such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, The Board of Education shall reimburse him the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.”

3. 18A:30-2.1 Payment of sick leave for service connected disability

“Whenever any employee, entitled to sick leave under this chapter, is absent form his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment shall pay to such employee the full salary or wages for the period of such absence up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payment provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary benefit under Chapter 15 of Title 34, Labor and Worker Compensation, of the Revised

Statutes. Any amount of salary or wages paid or payable to the employee, pursuant to this section shall be reduced by the amount of any workers compensation award made for temporary disability.”

ARTICLE XVII

NON-DISCRIMINATION

Neither the Board nor the Association will discrimination against any employee because of race, age, creed, color, sex, or national origin, nor because of membership or non-membership in any church, society or fraternity.

ARTICLE XVIII

MANAGEMENT RIGHTS

A. Except as expressly modified, altered or amended by the within Agreement, the Board shall not be limited in the exercise of the statutory management functions. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the United States, including but without limitation the following rights, privileges and functions:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees related to their employment.
2. The right to hire all employees subject to the provisions of law to determine their qualifications, initial rate of pay and the conditions of their continued employment, or their dismissal or demotion; to promote and transfer all such employees without constituting a violation of this Agreement.
3. The right to assign duties and responsibilities to custodians and maintenance personnel; the right to hire part-time employees and/or students to do and perform custodial/maintenance work on a scheduled basis without it constituting a violation of this Agreement.
4. To reserve the right to deny employee, covered by the terms of this Agreement, any of all salary increments or adjustments in rate range if such action is for performance and not for discipline.
5. To place any new employee on an appropriate experience level to be determined by the Board dependent on the experience, background and ability of said employee.

B. The exercise of foregoing powers, rights, authority, duties and responsibilities by Board, the adoption of polices, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and

expressed terms hereof are in compliance with the laws of the State of New Jersey, the Constitution and laws of the United States.

- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A of the Laws of the States of New Jersey of any other State laws or regulations as they pertain to education.

ARTICLE XIX

DISCHARGE AND DISCIPLINE

- A. Employees that are shown on the annexed list have statutory tenure or are tenure eligible.
- B. All other employees do not have statutory tenure and are probationary for a period of six (6) months from their date of hire.
- C. All new employees hired after October 1, 2003 and all employees without statutory tenure shall be hired with fixed term annual contracts.
- D. Probationary employees may not be offered renewal of their term contract, at the discretion of the Board, and this action shall not be grievable under the terms of this Agreement.
- E. All disciplinary actions other than those set forth above shall be subject to grievance procedure. Any actions taken by the Board for employee performance and not for discipline shall not be subject to the grievance procedure.

ARTICLE XX

NO STRIKE OR LOCKOUT

The Board of Education agrees that it will not lock out its employees and the Association agrees that it will not call, conduct or sanction a strike, slow down or work stoppage during the life of this Agreement.

ARTICLE XXI

INSURANCE PROTECTION

- A. The Board shall provide at its expense for all employees who shall be employed under a contract dated September 1 of each year or before:
1. Health Insurance
 - a. The Board shall provide, as its expense for all who are employed under this contract:
 - i. Health benefits including Major Medical insurance as outlined in memorandum between the Board and Association. Said insurance is described in a booklet distributed to employees by the carrier.
 - ii. Dental insurance as outlined in a memorandum between the Board and Association. Said insurance is described in a booklet distributed to employees by the carrier.
 - iii. Prescription drug insurance as outlined in a memorandum between the Board and Association. Said insurance is described in a booklet distributed to the employees by the carrier.
 - iv. Insurance coverage referred to in sections a, b, c includes family coverage plan where applicable.
- B. The Board shall allow an employee who so requested it, who has exhausted his/her sick leave or taken an unpaid extended leave of absence to continue all fringe benefits as set forth in the Article, including family coverage as a member of the group, provided that the employee remits full cost of premium to the Board, in advance, for forwarding to the appropriate company. This provision shall only be applicable given such an option is permissive under the master policy of provided benefit.

ARTICLE XXII

TERMS OF AGREEMENT

- A. This Agreement shall be effective **July 1, 2006 to June 30, 2007**
- B. Agreement on Reproduction of Contract – This shall be presented to all employees now employed, hereafter employed or considered for employment by the Board. A minimum of twenty (20) copies shall be made for use by the parties.
- C. Separability – If any provisions of this Agreement or any application of this Agreement to any employees 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 the law, but all other provisions or applications shall continue in full force and effect.
- D. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by ordinary mail. The Board shall be addressed in care of the Board's Secretary, Administration Building, 105 North Church Road, Sparta, New Jersey 07871. The Association shall be addressed to an address to be provided to the Board's Secretary and Superintendent at the beginning of each school year. Said address may be given by the giving of proper notice. If no change has been given, the previous address will be used.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Custodians' Association has caused this agreement to be signed by its Chief Negotiator, after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by said Board on the 30th day of November, 2006. This Agreement has been executed in duplicate; one copy to be retained by the Board, and one copy to be retained by the Association; such duplicate original copy being permanently bound.

BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOL IN THE
COUNTY OF SUSSEX

Gary Sargent, President

SUSSEX COUNTY TECHNICAL
SUPPORT ASSOCIATION

Steve Kubisky, President

ATTEST:

Warren S. Ceurvels, Interim Board Secretary