

**AGREEMENT**  
**Between the**  
**CINNAMINSON TOWNSHIP BOARD OF EDUCATION**  
**and the**  
**CINNAMINSON OPERATIONS STAFF, INC.**  
**For the School Years**  
**July 1, 2008 to June 30, 2011**

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**SCHEDULES**

- C-1 CUSTODIAN SALARIES
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- M-1 MAINTENANCE SALARIES

**ARTICLE 1**

**AGREEMENT**

- A. This Agreement made and entered into between the Cinnaminson Township Board of Education (hereinafter referred to as the "Board") and the Cinnaminson Operations Staff, Inc. (maintenance, custodial, and grounds, hereinafter referred to as the "Association") defines areas of negotiated agreement between the Board and the Association.
- B. It is stipulated by both the Board and the Association that this Agreement is entered into in good faith, and that both parties will work cooperatively to carry out the Agreement, herein set forth, within the framework of the laws of the State of New Jersey.
- C. This Agreement incorporates the entire understanding of the parties on all negotiable matters and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 2**

**RECOGNITION**

- A. The Association recognizes the Board as the representative of the government of the State of New Jersey charged with the responsibility under the laws of the State for operating the public schools in the Township of Cinnaminson and recognizes the Superintendent and his administrative staff as representatives of the Board in carrying out policies and operating instructions.
- B. Pursuant to the New Jersey Employer-Employee Relations Act, the Board hereby recognizes the Association during the lifetime of this Agreement as the exclusive representative for purposes of collective negotiations concerning the terms and conditions of employment for the following groups: contracted maintenance, custodial, and grounds.
- C. Unless otherwise indicated, the term "covered employees," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiations unit as defined above, and references to male covered employees shall include female covered employees.

**ARTICLE 3**

**NEGOTIATIONS PROCEDURE**

- A. Negotiations for a successor agreement to this Agreement shall commence not later than

December 1 st prior to the contract expiration. The parties shall. exchange proposals not later than December 1st prior to the contract expiration.

- B. Either Board or Association may have as representatives persons not members of their respective organizations.
- C. Meeting procedures shall be agreed upon by the negotiating teams at their first meeting.

#### **ARTICLE 4**

#### **BOARD RIGHTS**

The Board reserves to itself, except as otherwise specified in this Agreement, sole jurisdiction and authority over matters of policy, and the implementation thereof, to carry out its state-mandated responsibility to manage and direct all of the operations and activities of the school district in accordance with applicable laws and regulations.

#### **ARTICLE 5**

#### **EMPLOYEE RIGHTS**

- A. Iris agreed that, pursuant to the New Jersey Employer-Employee Relations Act, employees eligible for membership in the negotiating unit, as recognized in Article 2 of this Agreement, have the right freely to join and support an employee organization and its affiliates for the purpose of engaging in collective negotiations as set forth in N.J.S.A. 34:13A-1, et seq. It is agreed that neither the Board nor the Association shall discriminate against any covered employee because of his membership and participation or refusal to join or participate in any activities of the Association and its affiliates.
- B. Nothing contained herein shall deny any covered employee the rights he has under federal law or laws of the State of New Jersey.
- C. Whenever any covered employee is required to appear before the Superintendent, Board, or any committee thereof, for a meeting the purpose of which is to advise a covered employee of a matter adversely affecting his status and/or income in position, he shall be given prior written notice of the reasons for such a meeting or interview and shall, at his option, be entitled to have up to two representatives of his own choice present to advise him and represent him during each meeting or interview. If the covered employee chooses to have representatives present, the meeting may be delayed for a reasonable period of time in order to have his representatives available.
- D. A covered-employee shall not be subject to disciplinary action or formal reprimand, be reduced in rank or compensation, or be deprived of professional advantage without just cause.
- E. No covered employee shall be prevented from wearing Association-approved jewelry, or other similar identification of membership in the Association or its affiliates.
- F.
  1. A unit member shall, at his request, have the assistance and representation of the . Association at any meeting or conference called by an administrator which could adversely affect the unit member with respect to the continuation of his employment, salary, or other increments pertaining thereto.
  2. Any conference or meeting held with respect to professional evaluation of a unit member shall not be covered by the above provision.

#### **ARTICLE 6**

#### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. If any representative of the Association or any covered employee is mutually scheduled by the Board and Association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings between the above- named parties, he shall suffer no loss in pay.

- B. Representatives of the Association will be permitted to hold meetings to transact official Association business on school property provided that this does not interfere with or interrupt school operations; does not conflict with Board approved activities or facility rentals; does not require buildings to be opened at a time they are normally closed; and does not require additional janitorial or maintenance time. Clearance for such meetings must be obtained from the building principal.
- C. The Association will have in each school building the exclusive use of a bulletin board in the break room. Copies of all materials to be posted on such bulletin boards will be given to the building principal for informational purposes, but no approval will be required. Subject matter and presentation of such materials may be subject to article 7.
- D. The Association will pay for all materials and supplies incident to use of school- owned equipment. The Association will be responsible for the equipment while using same, and will reimburse the Board for any damage to, or loss of, the equipment while in such use.
- E. The Association will have the exclusive right to use the inter-school mail facilities and school mail boxes without the approval of the building principals or other members of the administration so long as it does not disrupt normal distribution for school operations. Exclusive refers to the majority status of the COS
- F. The Board will make available, upon written request of the Association, information that is in the public domain.

## ARTICLE 7

### GRIEVANCES

#### A. General

1. A “grievance” is a claim by a covered employee, or the Association, that there has been a violation of the Agreement or of Board policies or in the interpretation or application thereof with respect to said employee or Association, hereinafter called the “aggrieved.”
2. The “aggrieved” is a person or persons making the complaint.
3. Consideration of grievance will not be deemed to make any matters subject to negotiation unless specifically included in this Agreement by mutual consent of the Board and Association.
4. In an Association grievance, the procedure to be followed is the same as that for a covered employee through Levels One, Two, Three and Four.

#### B. Purpose

The purpose of this procedure is to resolve, at the lowest possible level, complaints which may be brought to grievance. Both parties agree that these proceedings will be kept as informal and as confidential as possible at any level of the procedure.

#### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered as a maximum and every effort will be made to expedite the process. The time limits may, however, be reduced or extended by mutual consent of all parties of interest as defined.
2. The aggrieved should discuss the matter with his immediate administrative supervisor to resolve it. If the matter is not resolved at this stage, both parties shall sign a written statement that a discussion was held.
3. Any complaint brought under this procedure must be presented within fifteen (15) school

days of the action under complaint, or it may not be considered a grievance unless mutually consented to by both Board and Association.

4. Once submitted, the formal written grievance must stand as written through all steps. The aggrieved must specify the particular provision of this Agreement or Board policy that the aggrieved alleges to have been violated, his contention with respect thereto, and the specific remedy being sought.

#### Level One

If a covered employee is unable to have his complaint adjusted to his satisfaction informally, he may proceed to formal grievance. If the covered employee wishes to present a formal grievance, it must be presented in writing to his immediate administrator or the administrator's assigned designee within fifteen (15) school days of the action under complaint. (See C.2. above.) The administrator or his assigned designee must reply in writing to the aggrieved within five (5) school days.

#### Level Two

If the aggrieved is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within five (5) school days, he may proceed to the next level. To proceed to the next level, he must submit within five (5) school days a copy of the original grievance and the reply, if any, to the Superintendent. The Superintendent must report his decision to the aggrieved in writing within seven (7) school days.

#### Level Three

If the grievance is not resolved to the aggrieved's satisfaction, the aggrieved may request a review by the Board. This request must be submitted no later than five (5) school days after receipt of the Superintendent's written decision or within twelve (12) school days of the filing of the grievance with the Superintendent if no decision has been issued. The request shall be submitted in writing through the Superintendent who shall forward it to the Board. The Board shall review the grievance, and the Board or its committee shall hold a hearing with the aggrieved within 30 days of receipt of the grievance and shall render a decision in writing within 15 calendar days after the hearing.

#### Level Four

- a. Grievances reaching Level Four will be of two (2) types only:
  - Type One - Alleged violation, misinterpretation or misapplication of the terms of this Agreement.
  - Type Two - Alleged misinterpretation or misapplication of Board policy or administrative decision involving the interpretation of Board policy.
- b. Type One grievances shall be submitted to the American Arbitration Association (AAA). The recommendation for settlement made by the arbitrator will be binding upon both parties.
- c. Type Two grievance will follow the same procedure as Type One, except the recommendations resulting from arbitration will be non-binding, although both the Board and Association agree that they will give consideration to any recommendation for settlement.

#### General Stipulations

1. When the decision has been made to request the assistance of the AAA, such request may be made by either the solicitor of the Board or the Association. The party who makes such a request will advise the AAA of the names and addresses of both parties and serve

a copy of said demand on the other side.

2. The fee and expenses of the AAA and the arbitrator which are incurred under Level Four will be shared equally by the Board and the Association or the non-member covered employee.
3. The rules of the AAA will be followed in all proceedings connected with the arbitration.
4. It is agreed that the decision of the arbitrator will not add to, subtract from, or modify the wording of any provision of the Agreement, and that the arbitration shall be confined to the interpretation of the contract based upon the facts disclosed by the evidence presented at a hearing with both parties present.
5. All meetings relative to grievances shall be private, with proper notice of date, time and place given to those persons participating.

#### **ARTICLE 8**

#### **NO STRIKE - NO LOCK-OUT**

It is mutually agreed by the Board and the Association that neither party will resort to a lock-out, strike, or sanctions for the duration of this Agreement.

#### **ARTICLE 9**

#### **PERSONAL AND ACADEMIC FREEDOM**

- A. The personal life of a covered employee is not an appropriate concern of the Board except as it affects his suitability or qualification as a covered employee or prevents him from performing his assigned duties.
- B. Covered employees are expected to exercise reasonable judgment regarding the propriety of materials in the workplace.
- C. Potential controversial materials and methods will be discussed with the immediate supervisor.

#### **ARTICLE 10**

#### **PERSONNEL FILES**

- A. There shall be only one official personnel file. No material derogatory to a covered employee's conduct, service, character, or personality will be placed in his personnel file unless the covered employee has had an opportunity to review and discuss the material with an appropriate administrator. The covered employee will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the understanding that such signature does not indicate agreement with the contents thereof. The covered employee will have the right to submit a written answer to such material and his answer will be reviewed by the Superintendent and attached to the file copy. In the event that the covered employee is unavailable to review the material in accordance with this paragraph, a copy of the material will be sent to the last known address of that covered employee by registered mail.
- B. Formal evaluations will be made periodically. Such evaluations will be reduced to writing, discussed with the covered employee, and signed by the covered employee with the right to append responsive comments to them.
- C. Any materials from a covered employee's personnel file to be used in disciplinary action, formal reprimand, loss of increment, or dismissal must have been placed in the file in accordance with the provisions of this Article. Such supportive data will consist of materials placed in the file recording initial and subsequent contacts between the covered employee and the Administration.

#### **ARTICLE 11**

## TRANSFERS AND REASSIGNMENTS

- A. The Administration will give consideration to any request for transfer or reassignment received in writing from a covered employee in the District. The covered employee's request shall follow the same procedure as an application received from outside, starting with the principal of the building into which a transfer is requested. When, in the judgment of the administration, such transfer will be to the mutual benefit of the covered employee and the operation of the District, effort will be made to honor the request.
- B.
  - 1. Any vacancies shall be posted for 10 school days prior to the position being filled. During the summer months, lists will be mailed to those covered employees who have requested transfers. Lists under B. will be separated by job area.
  - 2. A vacancy shall be defined as an opening through resignation, death, retirement, a reduction in force, leave of absence and voluntary transfers except in the case of an involuntary transfer which occurs simultaneously with a voluntary transfer.
  - 3. When an employee is to be transferred other than an emergency situation the employee shall be given five (5) working days notice of transfer and ten (10) working days notice for shift change transfer.

## ARTICLE 12

### FAIR DISMISSAL PROCEDURE

The following provisions shall be in effect for all non-teaching covered employees:

- 1. There shall be a minimum of one (1) written evaluation per year.
- 2. If an employee will not be recommended for rehire, they shall be notified one (1) week before the May meeting.
- 3. Employees who are dismissed or not renewed shall receive thirty (30) days' notice unless separation is for gross misconduct.
- 4. Any non-teaching covered employee who is dismissed or not rehired may, if he desires, request a statement of reasons for this action within ten (10) days of the action; If requested, such a statement will be furnished in writing within ten (10) school days of the request. A copy will be placed in the employee's file. An employee will have the right to attach a formal reply to the aforementioned statement.

## ARTICLE 13

### WORKING HOURS AND WORKING LOAD

- A. Work Day
  - 1. The normal workday shall be eight hours, inclusive of a thirty minute lunch period, for all employees.
  - 2. During school vacation periods, the normal work day for all employees shall be 8 hours, inclusive of a thirty minute lunch period. Any employees assigned to other shifts shall work a normal work day as specified above.
- B. Work Week

Forty hours inclusive of a thirty minute lunch period per day shall constitute a normal work week in any calendar week. The normal work day and work week shall be 7:30 a.m. to 3:30 p.m.
- C. Work Year

The work year shall be the period from July 1 of one calendar year to the subsequent June 30.

D. Rest Periods

Employees shall be entitled to two fifteen minute rest periods not to be taken consecutively and without accumulating from one day to the next.

E. Overtime Pay

Overtime is based on any time over a 7 1/2 hour day. Saturday, Sunday, and Holidays worked will also be considered overtime. The hourly rate is figured on a seven and a half hour day at time and one half exclusive of one half hour lunch.

All overtime is to be first offered to the Cinnaminson Operations Staff unit.

In an emergency, the minimum of 3 hours will be charged.

F. Summer Work Hours

Summer work hours as approved by the Board will commence the Monday following graduation and will end after the Friday prior to the start of school.

The work day shall be 7 hours inclusive of a 30 minute lunch, for all employees.

G. Holiday Schedule

The board approves the following calendar of holidays:

- Independence Day
- Labor Day
- Thanksgiving Holiday (2 days)
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- President's Day
- Easter/ Spring Break
- Memorial Day

If a holiday falls on a Tuesday or Thursday the corresponding Monday or Friday will also be a paid holiday.

If school must be open on a holiday due to an emergency, the staff would be given an additional personal day at their discretion with the approval of their supervisor.

H. Vacations

All twelve month full time employees are entitled to the following vacation days after:

1 year -	10 days
5 years -	15 days
10 years	20 days

All accrued vacation must be used by the end of the year in which it was earned.

All accrued vacation not used by the end of August of the year following the year in which it was earned shall be forfeited.

Exceptions to the forfeiture, because of unusual circumstances, may be made by the Superintendent with approval of the Board. Request for an exception shall be made in writing to the Superintendent.

Vacation will accrue on a pro-rata basis for each full month of service. No vacation may be taken before it is accrued.



Vacations may not be taken until the end of the year in which it is earned. Requests for exceptions require the approval of your immediate supervisor.

Maintenance, custodial, and grounds would be prorated from date of employment through June 30. Subsequent to initial year of employment, vacation accrual will occur on a July 1 to June 30 cycle. Employees who are dismissed or resign will be paid for accrued vacation if they have a minimum of seven months of service in the District.

Vacation does not accrue during periods of unpaid leaves of absence.

Vacation and personal days must have at least 24 hours prior to approval,

I. Snow Removal

Custodians to start two (2) hours before scheduled start time unless otherwise notified.

School closing, early dismissal, or delayed opening shall stand for entire district including Operations. Any Operations member told to remain to be compensated according to overtime.

Overtime to start when last school lets out during early dismissal *for day shift. Night shift to be compensated with overtime as day shift.*

For delayed opening, overtime will end when first school opens.

Overtime when school is closed due to snow.

**ARTICLE 14**

**CONTRACTS AND SCHOOL YEAR**

- A. 1. Salary notices for non-teaching covered employees will be issued within two (2) weeks following the May meeting. Employees must advise the Superintendent within ten (10) school days of their intention to return.
2. Contracts to non-tenured, non-teaching covered employees will be issued by May 31. Contracts must be signed and returned within ten (10) school days as evidence of their intention to accept the contract.

**ARTICLE 15**

**PAYMENT OF SALARY CHECKS**

Salary checks will be distributed on the fifteenth and last day of the month. If these dates fall on a weekend, the checks will be distributed the Friday before those dates. Exceptions will be made in December and June. In those months, one check will be distributed on the fifteenth and one on the employee's last scheduled work day of the month.

**ARTICLE 16**

**DUES DEDUCTIONS**

In accordance with New Jersey Statutes Title 52:14-15.9c, and as implemented by State Department of Education regulations, the Secretary of the Board is directed, upon submission to him of written authorization by the employee, to deduct organization dues from salary checks. Payment of such dues will be made to the Association according to provisions of the statute.

**ARTICLE 17**

**SICK LEAVE AND PERSONAL DAYS**

A. Sick Leave

1. Sick leave is hereby defined to mean the absence from his post of duty of any person

because of personal disability due to illness or injury, or because he has been excluded from school by the District's medical authorities on account of a contagious disease or of being quarantined for such a disease in his immediate household.

2. Covered employees shall be given a written notice of accumulated sick leave days no later than October 15 of each school year.
3. Sick leave will be granted for each school year to all covered employees employed by the District on the basis of twelve (12) sick leave days for those employed on a twelve-month basis.
4. Unused sick leave will be accumulative from year to year with no maximum limit.
5. No transfer of sick leave days accumulated in other districts will be allowed.
6. 18A:30-6 - Prolonged Absence Beyond Sick Leave Period. When absence, under the circumstances described in Section A. 1. of this Article, exceeds the annual sick leave and the accumulated sick leave the Board may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute, if none is employed, for such length of time as may be determined by the Board in each individual case. A day's salary is defined as one two-hundredth (1/240) of the annual salary.

B. Accumulated Sick Leave payment

Any employee who retires into PERS or is rified shall be eligible for payment for . unused sick leave under the following circumstances:

1. No employee will be eligible who has less than twenty-five (25) days of accumulated sick leave and ten (10) years of service in the Cinnaminson School District as of the date of retirement.
2. For any employee who has met the terms of 1. the Board will pay for every day through the 20.0th day of accumulated sick leave.
3. Payment shall be made for these days in accordance with the following agreement:
 

		<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>
<b>per diem rate</b>	<b>\$40.15</b>	<b>\$42.40</b>	<b>\$44.72</b>	
<b>maximum</b>		<b>\$8030</b>	<b>\$8,479</b>	<b>\$8,945</b>
4. If an employee dies while still employed by the Board and that employee has been credited with twenty-five (25) years of service in PERS, the sick leave payment under B. 1., 2. and 3. above shall be made to the employee's estate.

C. Emergency Personal Days

1. Covered employees may be granted up to two (2) days per year with pay for personal emergencies. Permission must be granted for emergencies or extenuating circumstances by the Superintendent or his designee for personal leave on the working day preceding or the working day following a school holiday or vacation period. Request must be made in writing with a statement of reasons. Unused personal emergency leave under this paragraph shall be converted to accumulated sick leave annually.
2. Written request must be made twenty-four (24) hours in advance or forty-eight (48) hours in advance, whenever possible, to the day requested to the building administrator before such absence. In the event of last minute emergencies, the administrator may grant approval by telephone, but written request must follow. Such a request will state the date desired and that the request conforms to contractual stipulation.
3. Time necessary for court appearances in any legal proceeding connected with the covered

employee's employment or with the school system will not be deducted from personal days or sick leave.

4. In addition, covered employees will be granted up to a maximum of two (2) days for mandatory court appearances. Additional days may be granted with prior approval from the Superintendent.
5. a. Covered employees may request a leave not to exceed five (5) days in the case of a death of a spouse, child, parent, **custodial parent or spouse/life partner**. These days must be taken within ten (10) calendar days of the death.  
b. Covered employees may request a leave not to exceed three (3) days in the case of a death of a grandparent, brother, sister, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law. These days must be taken within seven (7) calendar days of the death.
6. Covered employees may request a leave not to exceed three (3) days in any one school year in the case of serious illness of the covered employee's spouse, children and parents.

Serious illness will be defined in reasonable terms, with the following considerations as guidelines:

- a. (1) The illness being attended to is of an acute nature in which the staff member's presence is required, particularly in the case of possibility of imminent death. For the purposes of this provision, the parties agree that these days may be used when a covered employee's spouse, child(ren) or parent(s) undergoes surgery which requires general anesthesia or hospitalization of the patient for at least twenty-four (24) hours.  
(2) Where it is imperative for a staff member to be present in order to provide medical nursing functions that could not be provided by another person.
  - b. Leave for serious illness will not be provided under the following circumstances: Taking a spouse, children or parents to a doctor or hospital when such appointments could reasonably be scheduled at some other time, such as Saturdays, holidays or vacation time. This is not an all-inclusive list.
  - c. Personal leave days may be used for those matters not covered by the above.
  - d. In order to verify serious illness as defined above, the employee shall supply a personally signed affidavit specifically stating the nature of the illness,
7. Other leaves of absence with or without pay may be granted by the Board for good reason.

## ARTICLE18

### MEDICAL PLAN

- A. 1. The Board will pay one hundred percent (100%) of the premium for U.S. Healthcare Indemnity Health Insurance Program, with major medical, or its equivalent, which will apply to the covered employee including his respective spouse and dependents.  
2. If the Board at any time in the future should change insurance carriers, the status quo, or standard against which equivalency shall be measured, is against the CIGNA program in effect prior to the 1995-96 school year.
- B. Eligible unit employees shall be covered by an Age 23-dependents rider. The Board's maximum contribution to this rider shall not exceed \$43.00 annually for a covered employee.
- C. 1. Where an employee is eligible for medical coverage under A, above and elects to take no such

coverage, the employee shall receive a payment in lieu of coverage. This election shall be by form by which the employee who opts not to take such coverage agrees to accept the payment instead. In order to receive this payment, the employee must provide proof of other coverage.

2. Forms will be distributed to all staff by April 1. The employee must return the form by May 1.
3. Any employee who elects not to take such insurance may re-enroll at the open enrollment period. Employees may, in certain circumstances, be allowed to reenter the plan at other times subject to carrier determination. These determinations are not arbitrable under Article 1, Level Four. If re-enrollment for the current year is prior to June 30 there shall be no payment under 5, below.
4. New employees can elect to waive such coverage. In that case, payment under 5, below shall be prorated.
5. If an employee otherwise entitled to coverage has waived such coverage and has not re-enrolled at the open enrollment period, he shall be paid in a one-time payment made on June 30 as follows:

Single	\$787
Parent/Child	\$1,145
Husband/Wife	\$1,941
Family	\$2,000

6. If an employee has waived coverage and dies during the year, a payment shall be made to his estate on a prorated amount based upon the time elapsed in the year and the time remaining in the year.
7. The provisions of C. specifically expire on June 30, 1998, unless mutually extended in writing before that date.

D. A family prescription drug plan shall be given to covered employees which will be a ten dollar (\$10.00) co-pay for generic drugs or mail-in and a fifteen dollar (\$15.00) co-pay for brand-name drugs. Prescriptions for retail drug purchase shall be limited to a thirty-four (34) day supply or one hundred (100) unit dose whichever is less. Mail order prescriptions will be a ten dollar (\$10) co-pay for generic drugs and a fifteen dollar (\$15) co-pay for brand name drugs. Mail order prescriptions shall be limited to a three (3) month supply.

Each employee shall pay \$200 per year toward the premium cost of this plan. The Board will pay the remainder of the premium cost of the plan..

E. The Board will provide family dental coverage. Effective July 1, 2005, maximum contribution required to be paid by the Board per employee for the dental plan shall be capped at \$850.00. No carrier change shall result in a reduction of the level of benefits or method of administration within the specified dollar limits.

F. Any employee who is transferred from a full-time to part-time position may be covered by insurance in A., B., D. and E. above. The Board shall pay a prorated share of the cost of such insurance equal to the percentage of the work week the employee actually works. The employee bears the remainder of the cost through a procedure set up by the Business Administrator's office. Employees in this category who are otherwise eligible for the payment under C. above shall receive a payment pro-rated to the payment set forth in C. 5. and C. 7. above keyed to the percentage of the premium which the Board pays. For example, if the Board pays 75% of the premiums, the employee is entitled to 75 % of the payment if he complies with all other aspects of C.

G. Retirees who receive a monthly PERS payment may, if allowed by the carrier, buy in to insurance under A., B., D. and/or E. above. The cost to the retired employee shall be at applicable regular employee rates. The right to buy in may be exercised until Medicare age. The retiree must buy in to the specified desired insurance(s) immediately upon retirement. Failure to maintain enrollment by the retired employee is a forfeiture of the retired employee's rights under this paragraph. The administration shall set guidelines for enrollment including rules requiring receipt of retired

employee payments prior to the enrollment period.

- H. H. If an employee dies while still employed by the Board, all insurance benefits under A., B., D., and E. above in effect at the time of death will continue at Board expense for his dependents for six (6) months after his death.
- I. New unit employees otherwise eligible for insurance under A.I. above will receive single coverage only for the first **three (3)** years of employment. The Board shall contribute 50% of the cost of medical insurance coverages for eligible dependents for the employees first **three (3)** years of employment.
- J. **For employees hired after July1, 2008, the Patriot V plan will be the base insurance plan. Employees will have the option to enroll in the Patriot X plan and pay the difference through payroll deduction.**
- K. **For the 2008/2009 year, employees currently enrolled in the Patriot X plan who voluntarily choose Patriot V plan will receive a one – time incentive payment of \$500.**
- L. Effective July 1, 2002, such employees will receive 100% paid single prescription coverage. Additionally, such employees may elect dependent coverage for which the Board will contribute a percentage of the premium as follows: 40% in year 1 of employment; 50% in year 2 of employment; 60% in year 3 of employment. Current employees shall not receive less in Board contributions than have been received in the 2001-02 school year.  
  
At the conclusion of five (5) years, such employees will be eligible for the other enrollment types of medical and prescription insurance on the same terms as other covered employees.  
  
A joint (Board-Association) committee will be formed to consider implementing a 125 plan. (Use of 'before taxes' salary for health expenses.)
- M. All the provisions of C. above apply to insurance under D. and E. above. The employer may waive either or both insurances.
- N. Effective July 1, 1993, the insurance deductible shall be \$200.00/individual and \$400.00/family.
- O. The annual "trigger point, shall be increased to \$5,000.00 before 100% reimbursement.

## ARTICLE 19

### SALARY SCHEDULE

- A. The salary schedules annexed hereto as M-1, G-1, and C-1 become effective July 1 of each year for the ensuing school year as designated on the schedules.
- B. Withholding of Increments  
Title 18A:29-14 of the New Jersey Statutes Annotated will control the withholding of any increment.
- C. An employee in the unit employed for twelve (12) months shall receive an increment, if otherwise eligible, if they have been in a pay status for fifty (50%) percent of the scheduled work days plus one (1) day.
- D. **The stipend for Black Seal is \$325. The cost of the 3 (three) year renewal fee for the Black Seal license shall be reimbursed by the Board.**
- E. **Head Custodial Stipends:**
  - 1. **High School - \$1200**
  - 2. **Middle School -\$1200**
  - 3. **Rush- \$600**

4. **New Albany - \$600**

5. **Memorial \$200**

## ARTICLE 20

### EXTENDED LEAVES OF ABSENCE

#### A. Child-Rearing Leave

1. Application for child-rearing leave shall be made by the employee to the Superintendent at least sixty (60) days prior to the anticipated birth of the child.
  2. a. Child-rearing leave shall be granted to tenured employees for the balance of the school year (concluding June 30) in which the child is born and for one (1) additional school year. The tenured employee shall state whether he desires a leave solely for the balance of the school year in which the child is born or for an additional school year.  
b. Non-tenured employees may apply for leave under 2.a. utilizing the same process. However, denial of such leave beyond the balance of the school year in which the child is born shall not be the basis for a grievance.
  3. If an employee, under 2.a. above, has elected to take only a leave for the balance of the school year in which the child is born, the employee may apply for the additional full school year of such leave. Application shall be made on the child-rearing leave form provided by the Board and shall be received by the Superintendent no later than April 1 prior to the termination of the leave granted under 2.
  4. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of 2., which shall commence upon the date such employee obtains custody of the child. Notice shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody, if possible, and if not, as soon as practicable. An extension of child-rearing leave may be made under the provisions of 3.
  5. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.
  6. Upon return from a child-rearing leave, all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.
  7. Nothing in this Article shall be construed to require the Board to offer a new contract for a new school year to any non-tenured employee who would not otherwise have been offered such a contract.
  8. During the term of his employment, an employee may receive no more than two (2) of the leaves under 2. above, Consecutive leave under 2./3. shall not be granted to any employee. Each of these limitations may be waived at the sole discretion of the Board. The Board decision in this regard is not subject to Level Four of the grievance procedure.
  9. If, during the term of any leave under 2. or 3., an employee is employed full-time by another employer or accepts part-time employment during any portion of the regular school day, he will be deemed to have terminated leave under said provisions and to have abandoned his position. Employees on leave under 2, or 3, above shall be eligible to substitute in this District.
- D. All leaves, including extensions or renewals of leaves, shall be applied for and granted in writing.
- E. All covered employees on such leaves shall be allowed to continue participation in all health programs for the duration of their leaves at their own expense.

- F. An employee on a leave of absence under the provisions of A. through C. above shall inform the school district of his intention not to return to the District by the April 1 preceding the school year he is scheduled to return.

#### **ARTICLE 21**

##### **MILEAGE**

Employees who are required to use their own automobiles in the performance of their duties shall be reimbursed for all driving done on school business at the ERS-approved rate.

#### **ARTICLE 22**

##### **FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues 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, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

#### **ARTICLE 23**

##### **SEPARABILITY AND SAVINGS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court of other competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, 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.

#### **ARTICLE 24**

##### **REDUCTION IN FORCE**

The Association shall be notified of any anticipated reduction in force at least fifteen (15) days prior to the Board's public announcement in order to allow for an Association consultation with the Board.

#### **ARTICLE 25**

##### **NON-DISCRIMINATION**

The Board and the Association agree that all persons regardless of race, color, creed, religion, sex, sexual orientation, age or national origin shall have equal access to all categories of employment in the Cinnaminson School System.

#### **ARTICLE 26**

##### **CHILDREN'S TUITION RATE**

Children of employees may attend District schools at forty percent (40%) of applicable tuition rates. School and class placement shall be made by the Administration. This Agreement shall not require the employment of additional staff to meet the requirements of kindergarten class size limits or special education class size limits.

#### **ARTICLE 27**

##### **REIMBURSEMENT**

If employee is required to take classes in his/her respective field or to improve knowledge in other areas, the board will pick up all costs.

**Employees may take courses in his/her respective field or to improve knowledge in other areas. Employees have a tuition reimbursement to \$500 and a tuition pool of \$3500 per year.**

## ARTICLE 28

### MISCELLANEOUS

- A. The parties agree to establish an ad hoc committee to study the extent of employee assistance problems, policy and regulation needs, general intervention approaches, the use of current Board authority, and cost issues.
- B. When the Board requires a non-certified employee to take a course, the Board shall reimburse the employee for tuition, fees, and materials associated with the course upon certification where appropriate.

## ARTICLE 29

### REPRESENTATION FEE

#### A. Purpose of Fee

If a covered employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### B. Amount of Fee/Notification

Prior to the beginning of each-membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

#### C. Deduction and Transmission of Fee

##### 1. Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Association shall notify the board of education as to the names of those employees who are required to pay the representation fee.

##### 2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

##### 3. Termination of Employment

If an employee who is required to pay-a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

##### 4. Mechanics



Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employee. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. Save Harmless

The Association shall indemnify, defend and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Board for the Association which the Board has remitted to the Association and reliance by the Board on any representations made by the Association with respect to this Article. The Association shall assume full responsibility for the defense of any such claim, demand, suit or other form of liability and the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense. The Board will give to the Association notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

E. It is the intent of the parties, in entering into this Agreement, to fully comply with the rules and regulations of the Public Employment Relations Commission and the Public Employment Relations Commission Appeal Board regulating agency fee deductions: To the extent any procedure established by these provisions is not in harmony with such rules and regulations, the parties agree to promptly negotiate a replacement clause to correct such deficiency. All other non-affected clauses shall remain in full force and effect to the extent permitted by law.

**ARTICLE 30**

**DURATION OF AGREEMENT**

This Agreement will be effective as of July 1, 2008, and supersedes all previous agreements and will continue in effect until June 30, 2011.

It is understood that it will expire on the date indicated unless the Board and the Association agree in writing to an extension.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2008

CINNAMINSON BOARD OF EDUCATION:

CINNAMINSON OPERATIONS

STAFF, INC.:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

C – 1 Custodian Salary Guide

Salary Guide	2008-2009	2009-2010	2010-2011
Step			
1	\$29,000	\$30,250	\$31,500
2	\$29,250	\$30,500	\$31,750
3	\$29,500	\$30,750	\$32,000
4	\$30,250	\$31,000	\$32,500
5	\$32,250	\$32,250	\$33,000
6	\$32,500	\$33,750	\$34,000
7	\$33,500	\$34,000	\$36,000
8	\$36,672	\$38,172	\$39,699

M - 1

Maintenance

	YEAR 1	YEAR 2	YEAR 3
Salary Guide	2008-2009	2009-2010	2010-2011
Step			
1	\$34,500	\$35,750	\$37,000
2	\$35,000	\$36,000	\$37,250
3	\$35,500	\$36,500	\$37,500
4	\$35,750	\$37,000	\$38,000
5	\$40,297	\$40,000	\$40,000
6	\$42,297	\$42,297	\$42,297
7	\$44,297	\$44,297	\$45,500
8	\$46,297	\$48,149	\$50,074

G - 1  
Grounds

	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
Salary Guide			
Step			
1	\$30,750	\$31,750	\$33,500
2	\$31,000	\$32,250	\$33,750
3	\$31,500	\$32,500	\$34,000
4	\$32,250	\$33,000	\$34,500
5	\$34,250	\$34,250	\$35,000
6	\$34,500	\$35,750	\$36,000
7	\$35,500	\$36,000	\$38,000
8	\$38,672	\$40,172	\$41,699