

**BRICK TOWNSHIP ASSOCIATION OF NON-CERTIFICATED SUPERVISORS AND  
ADMINISTRATIVE SECRETARIES AGREEMENT**

THIS AGREEMENT, entered into and retroactive to the first day of July 2013, by and between the Board of Education of Brick Township, New Jersey, hereinafter called the "Board" and the Brick Township Association of Non-Certificated Supervisors and Administrative Secretaries (BTANSAS), hereinafter called the "Unit".

ARTICLE I

Recognition

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Board hereby recognizes the Unit and its elected negotiators as the group certified by the New Jersey Public Employment Relations Commission to act as the sole and exclusive representative for the collective negotiations concerning the terms and conditions of employment for the positions of: Administrative Secretaries, Assistant Transportation Supervisor, Payroll/Pension Supervisor, Radio Dispatchers, and Buyer.

ARTICLE II

Negotiations Procedure

Not later than November 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires, the Board and the Unit agree to enter into collective negotiations on a successor agreement in accordance with Chapter 303, Public Laws 1986, and S-1087, Public Laws 1975, as amended.

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ARTICLE III

Grievance Procedure

A. A grievance shall mean a complaint by a member of the bargaining unit that there has been to him or her, a misinterpretation or misapplication of the terms of the Agreement.

B. **Level One:** Within thirty (30) school days after the grievant knew or should have known of the events or conditions on which the grievance is based, a grievance may be submitted in writing to the immediate supervisor by the grievant, with or without a Unit Committee Representative. Within ten (10) school days thereafter, a written reply shall be given by the supervisor to the grievant and Unit Committee Representative.

**Level Two:** Within ten (10) school days from receipt of the Supervisor’s reply, the Unit may submit the grievance in writing to the Human Resources Manager copying the Unit member, and his/her representative, asking for a grievance hearing within ten (10) school days of receipt by the Human Resources Manager. Upon completion of the hearing the Human Resources Manager shall send his decision in writing to the Unit within ten (10) school days after the grievance hearing.

**Level Three:** Within twenty (20) school days from the receipt of the Superintendent’s reply, the Unit may submit the grievance in writing to the Board. The Board, or a committee thereof, shall hold a hearing within twenty (20) school days from the time of submission of the grievance to the Board. At this level, the grievance committee shall be a committee composed of the Board, the grievant, one (1) Officer of the Unit, and the section representative Recording Secretary. The Board shall give its reply within ten (10) school days after the hearing.

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C. 1. Within twenty (20) school days after receipt of the Board reply, any grievance processed under this article through the above levels and procedures, which cannot be resolved satisfactorily, may be submitted by either the Unit or the Board, in writing, to the American Arbitration Association.

2. The Arbitrator so selected shall confer with the representatives of the Board and the Unit and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived then from the date the final statements and proofs on the issues submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall be without power or authority to grant monetary awards under the Master Agreement, unless the grievant suffered a loss resulting from an arbitrary or capricious administrative act, or decision, or omission. Furthermore, any monetary award made shall not extend back beyond the grievable act and at no time back beyond the current school year. The decision of the arbitrator shall be submitted to the Board and the Unit shall be final and binding on the parties.

3. The costs for the services for the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence shall be borne equally by the Unit and the Board.

D. If during any step of the grievance procedure it is agreed that an employee has been unjustly suspended or discharged, such employee shall be reinstated with full seniority rights and benefits, and shall be compensated for his or her wage losses resulting from such suspension or discharge unless the parties agree otherwise.

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E. If an employee is brought up on charges, no suspension or discharge will be put into effect without a formal hearing by the Human Resources Manager and/or his/her representative meeting with the Section Representative and Recording Secretary. This provision does not apply to situations requiring immediate action because of the nature of the offense. This shall be the Superintendent's decision solely. It is understood that the Unit shall have the right to appeal the Superintendent's decision to the Board in any case of suspension or discharge.

ARTICLE IV

Vacations

A. Unit members employed as of July 1, 2013 will receive twenty (20) vacation days per year prior to completing twenty years of service with the Board and twenty-five (25) vacation days per year after completing twenty years of service with the Board. Unit member's hired after July 1, 2012 will receive paid vacation days for years of service as an employee in Brick Township Schools as follows:

Years	Paid Vacation Days
1-5.....	12 prorated at a rate of 1 per month
5-10.....	15 prorated at a rate of 1.25 per month
10-15.....	18 prorated at a rate of 1.5 per month
15-20.....	20 prorated at a rate of 1.66 per month
20 or more.....	25 prorated at a rate of 2.08 per month

For the initial year of employment to count as one year, the employee will have to have worked more than 100 days as an employee in the Brick Township Schools.

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Vacation days will be prorated on a monthly basis as shown above. When a proration of days calculation is needed, and the calculation does not produce an even number, then the number will be rounded down to either .5 for any number above .5, or down to the nearest whole number for any number below .5. Any fraction of days earned will be credited to the employee's vacation day bank on June 30th of each year. Upon separation from employment, employees will be paid at their then current per diem rate.

- B. At no time will an employee be allowed to have a bank of vacation days accumulated greater than the amount as indicated in section A. above plus the amount earned and credited from the prior year.

ARTICLE V

Holidays

- A. Members of this Unit shall receive their full pay for holidays in accordance with the school calendar plus Independence Day and Labor Day.
- B. If a Unit member is required to work on holiday they shall be granted another day off without loss of pay.

ARTICLE VI

Work Year, Day/Week and Overtime

- A. There shall be no compensation for overtime, either monetary or compensatory time for any member of this Unit.

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B. The school year for Unit members will begin on July 1 and end on June 30. The daily wage rate (per diem) for Unit members shall be determined by dividing 260 days into the annual salary. The normal work day and work week for the Administrative Secretaries, Assistant Transportation Supervisor, Payroll/Pension Supervisor, Radio Dispatchers, and Buyer shall be eight (8) hours per day, Monday through Friday, forty (40) hours per week with a daily lunch of one hour (included in a work day). Summer hours shall be in effect from the first full five day work week in July (excluding holidays) through the 3<sup>rd</sup> full five day calendar work week in August. The summer time workday shall be eight and a half 8.5 hours per day, with a daily lunch of one half (1/2) hour (included in workday). The summer time workweek shall be four (4) days per week Monday through Thursday. Sick, Vacation, and Personal days utilized during this period will be charged as one day, or in other words eight (8) hours of sick, vacation or personal time for every 8 hour workday.

C. Members of this Unit may be required to work during inclement weather when schools are closed, if designated by the Superintendent and/or his/her designee.

ARTICLE VII

Leave of Absence

A. For an employee's personal illness, full-time employees are entitled to one (1) working day per month, the first calendar year of employment after initial appointment, and fifteen (15) days in every calendar year thereafter.

B. Upon leaving the District, after fifteen (15) years of service in the employment of the Board, in any capacity, the Board shall pay employees employed with the Board as of July 1, 2012 for accumulated sick days at the rate of One (1) for Four (4) the amount accrued and earned as of June 30, 2012. Employees hired into covered positions after July 1, 2012 will not be eligible for any payout of accumulated sick time upon any type of separation.

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C. Notice of absence must be given to the supervisor promptly prior to starting time. Failure to do so may be cause for denial of sick leave and discipline. Absence without notice for five (5) or more consecutive days shall constitute a resignation.

D. An employee who shall be absent on sick leave for three (3) or more consecutive days shall be required to submit acceptable medical evidence substantiating the illness. An employee may be required, as a condition of return from the illness, to have a medical examination by a physician designated by the Board at the expense of the Board.

E. 1. Full-time unit members shall be granted three (3) personal days per year for personal business that cannot be conducted outside of the school hours.

2. Unit members may be allowed a maximum of four (4) days in one year with pay for each death in the immediate family. Such days will not be taken from personal days. The immediate family shall be defined as: spouse, parent, child, sister, brother, in-law, grandparent, grandchild, and step-parent.

3. In case of death of a relative, of the second degree (aunt, uncle, nephew, niece and first cousin) absence of one (1) full day with pay will be granted.

4. Unused personal days at the end of each calendar year will be carried over and added to accumulated sick leave.

F. FMLA/NJFLA

a. In the case of any leave because of (1) the birth and care of the employee's child, or (2) the

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placement of a child with the employee for adoption or foster care, or (3) in order to care for the spouse (including Civil Union Partner), child or parent of the employee if the spouse, child or parent has a serious health condition, said employee may use, to the extent that it exists, accrued paid leave, such as vacation personal, and sick leave days, prior to or following the utilization of leave under the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act.

b. In the case of any leave of absence due to the serious health condition of the employee that prevents the employee from performing the functions of his/her job, said employee may use, to the extent that it exists, accrued paid leave, such as vacation, personal and sick leave days, prior to or following the utilization of leave under the Federal Family and Medical Leave Act.

ARTICLE VIII

Insurance Protection

A. The Board shall provide health insurance protection for each Unit member and his/her family (including civil union partners) which health insurance protection shall include medical benefits, prescription drug benefits and dental coverage.

Each employee electing coverage will contribute in accordance with state law toward the cost of the insurance protection elected. This contribution shall be withheld from the respective employee's paycheck on a prorated basis.

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MEDICAL BENEFITS

The medical insurance plan to be offered shall be a point of service style medical plan but without needing referral to access specialists care or a point of service style medical plan, except as noted within this Article.

While the Board is a member of the State Educators Health Benefits Plan (“State Plan”) or similar State Plan in place at the time, said plan coverage’s/contributions/co-pays will be what is offered to employees and the rules and regulations of the State Health Benefits Plan shall apply, without exception. If, after participating in the State Health Benefits Plan, the Board elects to move out of said plan, coverage must be equal to or better than existing coverage.

PRESCRIPTION DRUG BENEFITS

The schedule of Pharmacy Copayments for eligible medications shall be as follows upon ratification of this contract:

For eligible medications obtained at a network retail pharmacy, each covered employee shall be responsible for his/her co-pay as stated in the Board of Education provided prescription plan.

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DENTAL COVERAGE

The Board shall provide dental insurance plan options with varying levels of coverage that the employees may elect to enroll in. One plan shall be the AETNA Plan in effect as of August 1, 2013. The Board may voluntarily opt to offer additional dental options at their discretion that must be equal to or better than the existing coverage.

TERMINATION OF COVERAGE

Upon the permanent separation from employment of any employee who has been covered under the Board's health insurance plans, any payments which had been provided on the employee's behalf by the Board shall cease immediately following the employee's last day on the payroll. The coverage shall also immediately be terminated unless the employee has arranged prior thereto for its continuation, consistent with his/her rights, if any, under law.

FMLA/NJFLA

All health insurance plans mentioned in this Article will be continued by the Board while the employee is utilizing FMLA/NJFLA.

WAIVER CREDIT

If offered by the Board, eligible employees may request a waiver of health insurance protection. If a waiver of health insurance protection is granted by the Board, payment in lieu of health insurance protection will be made to the employee as follows:

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Health Care Insurance	\$1,250
Dental Insurance	\$250
Prescription Plan	\$500

Waiver of health insurance protection will require proof of health insurance protection elsewhere. Employees who waive health insurance protection for a partial year will be paid in lieu on a pro-rata basis. Payments of the waived amounts will be made with the final paycheck of the school year. Said waiver payments shall be calculated and treated as taxable income.

B. The Board shall provide a payroll deduction for voluntary disability insurance for any of the plans offered by the Board.

C. Upon retirement, eligible retirees shall be offered COBRA coverage pursuant to the applicable laws.

The District reserves the right to implement care management features as may be necessary or deemed required to assist in the effective management of the District's medical, pharmacy and dental plan. The District may implement said plans without the prior consent of the Unit provided they give the Unit 60 days advanced notice along with a description of said services. Such measures shall be designed to increase patient safety and efficacy and promote improved clinical outcomes.

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ARTICLE IX

Board Rights

A. The Board of Education reserves all rights and functions vested in it pursuant to applicable law and regulations, and all other functions as are normally and customarily exercised by the Board of Education in the management of the affairs of the school district.

B. Supervisors' Unit recognizes that the school district, in accordance with provisions of State laws, Rules and Regulations, shall be governed by the Board of Education, and that the Board of Education cannot unlawfully delegate its authority with reference to any decision affecting the school system. It is not the intent of this AGREEMENT to violate any of the school laws, laws of the State of New Jersey, or the United States of America.

C. If any provision of this AGREEMENT or any applications of this AGREEMENT, to any employee hereby covered, shall be found contrary to law, such provision or application shall have the effect only to the extent permitted by law; but all other provisions or applications of this AGREEMENT shall continue in full force and effect.

ARTICLE X

No Strike-No Lock Out

There shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violations of this clause shall be considered grounds for dismissal, and appropriate legal action by the Board. There shall be no lock out by the School Board.

ARTICLE XI

Civil Service

All provisions of this AGREEMENT are subject to applicable Civil Service rules and regulations. Any employee hired or assigned to a position on a temporary assignment basis, shall be given the

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opportunity to be tested for said position within a period of six (6) months from the date assigned to the temporary assignment.

Any vacancy created by a transfer will be filled by recall of the senior qualified laid-off employee. In the event there is no employee in this category, then the vacancy may be filled at the discretion of the Board.

Where employees are laid off and an opening occurs for re-employment, they shall be called back within classification in the order of seniority.

A complete list of job classifications and duties will be posted. One (1) copy of all job descriptions currently in force shall be made available to all Civil Service Personnel. This one copy shall be sent to each Supervisor.

ARTICLE XII

Salaries

A - The salary base cost for the 2013-2014 school year will generate a 2.0% increase in the 2014-2015 school year. The salary base cost for the 2014-2015 school year will generate a 2.0% increase in the 2015-2016 school year. The salary base cost for the 2015-2016 school year will generate a 2.0% increase for the 2016-2017 school year.

B. The salary of a Unit member who may begin his/he annual employment subsequent to July 1, or who may end his/her employment prior to June 30, will be compensated by determining his/her annual salary and dividing that amount by 1/260.

C. The date of pay for the Unit members shall be on the same cycle as negotiated with the teachers. When a pay day falls on or during a school holiday or weekend, Unit members shall

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receive their pay checks on the last previous work day. All pay checks shall be made via direct deposit.

Article XIII

Miscellaneous

- A. Costs for participation in seminars, workshops, and conferences that may be incurred by Unit members, and with Human Resources Manager and Superintendent's approval, will be paid by the Board of Education. Request must be approved in accordance with N.J.A.C. 6A:23A-7 prior to attendance.
- B. Tuition, required books, and other expenses of job related courses, will be paid for by the Board when the employee has been authorized to attend job related course of study up to \$2,500.
- C. Unit members who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel outside of the district at the rate as established within N.J.A.C. 6A:23A-7.
- D. Due to the unique nature of the position of Assistant Transportation Supervisor he/she may be reimbursed for travel within the district. In the event that N.J.A.C. 6A:23A-7 is overturned or nullified and not replaced with any other regulations or utilized in determining reimbursement for travel shall be the published IRS rate.
- E. The Brick Township Board of Education will implement a mandatory direct deposit of compensation for employee's effective July 1, 2014.

ARTICLE XIV

Duration of Agreement

This AGREEMENT shall be binding and effective as of the first day of July, 2013, and continue in full force and effect until midnight June 30, 2016. It shall be automatically renewed for successive one-year periods thereafter, unless either party serves notice in writing to the other, on or before November 1<sup>st</sup> of the calendar year preceding the calendar year in which the AGREEMENT expires, of desire to negotiate a new AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed by their respective presidents, attested by their secretaries, and their corporate seals to be placed hereon, on this \_\_\_\_\_ day of \_\_\_\_\_, .

Brick Township Board of Education

\_\_\_\_\_

Sharon Cantillo, President

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Edward T. McFadden, Human Resources Manager

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Pary Spampinato, President

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Mary Ann Early, Unit Vice President

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