

# **NEGOTIATED DOCUMENT**

**TOWNSHIP OF FRANKLIN  
BOARD OF EDUCATION**

**TOWNSHIP OF FRANKLIN  
SUPPORTIVE STAFF ASSOCIATION**

**July 1, 2007 - June 30, 2010**



# **AGREEMENT**

BETWEEN THE

**TOWNSHIP OF FRANKLIN  
BOARD OF EDUCATION**

AND THE

**TOWNSHIP OF FRANKLIN  
SUPPORTIVE STAFF ASSOCIATION**

IN THE

**THE COUNTY OF GLOUCESTER  
NEW JERSEY**

FOR

**July 1, 2007 - June 30, 2010**

## **TOWNSHIP OF FRANKLIN BOARD OF EDUCATION**

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## **PREAMBLE**

This Agreement entered into this day, July 1, 2007 by and between the Board of Education of the Township of Franklin, Gloucester County, Franklinville, New Jersey, hereinafter called the "Board", and the Township of Franklin Supportive Staff Association, hereinafter called the "Association".

## **WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing services for the children of the Township of Franklin School District is their mutual aim and that the character of such services depends predominantly upon the quality and morale of the employee, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I RECOGNITION**

### **A. Joint Recognition Clause**

The Township of Franklin Board of Education recognizes the Township of Franklin Supportive Staff Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for the following positions: bus driver, bus aide, bus mechanic, bus mechanic's helper, clerical aide, day custodian, educational interpreter, facilities maintenance mechanic, night custodian, one to one assistant, outside building and grounds custodian, school secretary, transportation/maintenance secretary, attendance officer, classroom teacher aide and library media aide.

### **B. Definition of Employees**

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

**ARTICLE II**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1974, the Board shall not affect any change in Policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

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

C. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. The negotiating team of the Board and the Association have authority to reach a tentative agreement subject to full ratification by each respective party. Any agreement so ratified shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

D. Modification

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

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

F. 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 Agreement. This Agreement incorporates the entire understanding of the parties on matters which were or could have been subject of negotiations.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **A. Definitions**

#### **1. Grievance**

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this negotiated agreement, board policies or administrative decisions affecting the terms and conditions of employment.

#### **2. Aggrieved person**

Aggrieved person is defined as the employee and/or Association making the claim.

#### **3. Definition of Days**

Days as referred in Article III shall mean school attendance days, except as specifically referenced as calendar days.

#### **4. Immediate Supervisor**

The administrator who is assigned by the Superintendent as the person primarily responsible for the evaluation of the employee during the current school year.

### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. 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-A. Time Limits**

Since it is important that a grievance be processed as rapidly as possible, 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.

#### **1-B. A grievance, to be considered, must be initiated by the aggrieved person within fifteen (15) days from the alleged grievance.**

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Immediate Supervisor

The aggrieved person shall submit claim in writing on the approved form to his/her immediate supervisor. The date of grievance shall be the date received by the immediate supervisor. Should the grievance seek such relief that the immediate supervisor does not have the authority to grant, as determined at the discretion of the School Business Administrator, the grievance procedure shall begin at level two.

4. Level Two - School Business Administrator

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he may refer it to the School Business Administrator.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) days after the grievance was delivered to the School Business Administrator, he may within five (5) days after a decision by the School Business Administrator or ten (10) days after the grievance was delivered to the School Business Administrator whichever is sooner, present the grievance to the Board for a hearing.

6. Level Four - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty-seven (37) calendar days after his grievance was delivered to the Board of Education, he may, within five (5) days after a decision by the Board of Education, or forty-two (42) calendar days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request of the aggrieved person. The only grievances which may be arbitrated are those alleging that there has been a violation of the express written terms of this agreement.



- b. Grievances over statutory and regulatory terms and conditions of employment may be appealed to the appropriate agency.
  - c. Grievances alleging a violation of board policies or administrative decisions affecting terms and conditions of employment shall terminate upon the rendering of the Board decision at Level Three.
  - d. Grievances alleging a violation of the express written terms of this negotiated agreement may be submitted to binding arbitration.
  - e. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application, or alleged violation of Board policies or administrative decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment.
  - f. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
  - g. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.
  - h. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
7. The term "Grievance" shall not apply to the following:
- a. Any matter for which a review is prescribed by law.
  - b. Any rule or regulation of the State Commissioner of Education.
  - c. Any matter which according to law is beyond the scope of Board authority.
  - d. A complaint by any employee who is not being re-employed.
  - e. A complaint by any employee occasioned by appointment or lack of appointment to retention in position.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee 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. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing and a copy given to the aggrieved. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C-6 of this Article.

2. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the School Business Administrator/Board Secretary and the Association.

3. Meetings and Hearings

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

**ARTICLE IV  
ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information as provided by law which may be necessary for the Association to process any grievance, complaint or negotiated proposal.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The School Business Administrator shall be notified and prior approval shall be required.

- C. The Liaison Committee of the Board of Education, School Business Administrator/Board Secretary and Township of Franklin Supportive Staff representatives shall meet upon request of any party for the purpose of discussing areas of concern to the parties. These meetings shall not exceed more than two (2) per year.
- D. Unpaid leave shall be permitted for one night custodian from Caroline L. Reutter School, Main Road School, and Mary F. Janvier School, respectively, to attend association meetings during work hours. Requests shall be filed with the Superintendent at least two (2) days in advance of the unpaid leave. Total number of meetings attended by the respective night custodians shall not exceed five (5) per year. (Total of fifteen (15) per year).

**ARTICLE V  
BOARD RIGHTS**

- A. The Board reserves to itself sole jurisdiction, authority, and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, and Chapter 123, Public Laws of 1974: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

**ARTICLE VI  
PROTECTION OF EMPLOYEES**

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or wellbeing. Final decision will rest with the Board or Administration.
- B. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal and/or immediate supervisor. Such notification shall be immediately forwarded to the School Business Administrator/Board Secretary who shall comply with any reasonable request from the employee for information in the possession of the School Business Administrator/Board Secretary relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- C. Legal protection - employees or their attorneys must consult with the Board or Board Solicitor regarding any legal matter for which the Board may be required to reimburse attorney fees pursuant to law. The decision to proceed or not to proceed with legal action shall not jeopardize continued employment.

## **ARTICLE VII COMPLAINT PROCEDURE**

### **A. Procedure Requirement**

Any complaints regarding an employee made to any member of the Administration by any parent, student, or other person which does or may influence evaluation of an employee shall be in writing and shall be processed according to the procedure outlined below.

### **B. Meeting with Principal or Immediate Supervisor**

The principal or immediate supervisor shall meet with the employee to appraise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

### **C. Right to Representation**

The employee shall have the right to be represented by the Association at any meeting or conferences regarding such complaint.

### **D. Procedure**

#### **Step 1**

All complaints shall be submitted in writing by the complainant or the employee to the building principal or counterpart supervisor who shall forthwith forward a copy to the School Business Administrator/Board Secretary or his designee and the complainant.

#### **Step 2**

Upon receipt of the written complaint the School Business Administrator/Board Secretary or his designee shall confer with all parties. The employee shall have the right to be present at all meetings of the School Business Administrator/Board Secretary or his designee and the complainant.

#### **Step 3**

If the School Business Administrator/Board Secretary or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the employee he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

#### **Step 4**

After receipt of the findings and recommendations of the School Business Administrator/Board Secretary or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the School Business Administrator/Board Secretary or his

designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

#### Step 5

Any complaint unresolved under Step 4, may be submitted by the employee according to the grievance procedure as set forth in ARTICLE III of this Agreement and shall commence at Level 4.

### **ARTICLE VIII EMPLOYEE RIGHTS AND PRIVILEGES**

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right to freely 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 the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, of his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any employee is required to appear before the Board, or any committee thereof concerning any matter which could adversely affect the continuation of the employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given at least two (2) days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.
- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. No employee shall be disciplined, reprimanded, reduced in rank, job classification, compensation, or deprived of any professional advantage without just cause.
  - 1. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the School Business Administrator/Board Secretary or his designee reasons for such reduction not later than fifteen (15)

working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification of the date on which the employee was formally notified.

2. Any written reprimand in an employee's personnel file, upon written request by the employee to the Superintendent, shall be removed from the file after five (5) years from the date of reprimand only if there has been no recurrence of this type of conduct or any additional reprimand.

## **ARTICLE IX EMPLOYMENT PROCEDURES**

### **A. Suspension**

1. Although the following are considered to be extremely important and just cause for suspension and/or dismissal, they are not limited to:
  - a. Any employee charged with the drinking of intoxicating beverages or use of drugs or under the influence of the same while under the employ of the Board.
  - b. The use of profanity in the presence of children, adults or officials of schools during working hours.
  - c. Unauthorized leave from assigned building excluding time for lunch.
2. The Township of Franklin Board of Education encourages open communication, in the interest of developing full understanding between and among its employees and,
  - a. Whenever a staff member has requested in writing and has received a written statement of reasons for suspension, the employee may request in writing an informal appearance before the Board of Education. Such written request must be submitted to the Board within ten (10) calendar days of receipt of the Board's statement of reasons. The informal appearance shall be conducted in private in every instance and no exceptions to such a private proceeding shall be permitted.
  - b. The employee may be represented by counsel or one individual of his/her own choosing.
  - c. The employee may present witnesses and such witnesses need not present testimony under oath and should not be cross examined by the Board. Witnesses should be called into the meeting to address the Board one at a time and should be excused from the meeting after making the statements. Within three (3) days following the informal appearance the Board shall notify the affected employee in writing, of its final determination. The decision of the Board is final.

3. All suspensions shall be for cause and in writing. If the outcome of charges is not resolved within ninety (90) days the employee shall be paid his regular pay thereafter. If found innocent of charges, all back pay shall be reimbursed to him.

B. Violations shall be treated as follows:

1. First violation; appearance before the Board; a suspension for a maximum of twenty (20) work days, at the discretion of the Board, without pay.
2. Second violation; appearance before the Board; a suspension for a maximum of forty (40) work days, at the discretion of the Board, without pay.
3. Third and subsequent violations; appearance before the Board; a suspension for a maximum of sixty (60) days or dismissal, at the discretion of the Board.
4. a, b, and c above apply only to Article IX-A1 a, IX-A1 b, and IX-A1 c.

C. Dismissal

1. An employee may be dismissed for just cause.
2. Whenever an employee has requested in writing and has received a written statement of reasons for dismissal, the employee may request in writing an informal appearance before the Board of Education. Such written request must be submitted to the Board within ten (10) calendar days of receipt of the Board's statement of reasons. The informal appearance shall be conducted in private in every instance and no exceptions to such a private proceeding shall be permitted.
3. The employee may be represented by counsel or one individual of his/her own choosing.
4. The employee may present witnesses and such witnesses need not present testimony under oath and should not be cross examined by the Board. Witnesses shall be called into the meeting to address the Board one at a time and should be excused from the meeting after making the statements. Within three (3) days following the informal appearance the Board shall notify the affected employee in writing of its final determination. The decision of the Board is final.

D. Additional Employment Procedures - Pertaining to Bus Drivers Only

1. You will abide by all rules and regulations of the Township of Franklin Board of Education heretofore and hereafter made including, but not limited to, the following:
  - a. The bus interior is to be swept out each day. The interior surfaces are to be kept clean.
  - b. The bus exterior is to be washed periodically.

- c. The driver is to have the bus at the maintenance garage for scheduled service, maintenance, and repair work.
  - d. The driver is to take his/her bus for the semiannual motor vehicle inspections.
  - e. The driver is to make out reports as required.
  - f. The driver will accept scheduled noontime kindergarten routes and special trips when assigned.
2. Change in the duties and responsibilities with exception of terms and conditions of employment of the bus drivers will be designated by the Board of Education or an authorized agent of the Board of Education.
- E. Employment Termination
1. It is understood and mutually agreed that either party may terminate this employment by notifying the other party in writing thirty (30) calendar days in advance of the date of termination or the notification required in the employees employment contract, whichever is greater.

## **ARTICLE X NOTIFICATION OF CONTRACT**

Employees shall be notified of their contract and salary status for the ensuing year no later than May 15.

## **ARTICLE XI ASSIGNED DUTIES**

- A. At no time shall the Board or any agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description. The existing check list at this time shall prevail. The check list for Bus Drivers is found in Article IX-D.
- B. Employees who are assigned by the School Business Administrator/ Board Secretary to work in another position recognized by this agreement shall receive either the salary in accordance with the reassigned position or their contracted salary, whichever is more.
- C. Any reduction in rank or job classification, regardless of compensation, shall be subject to the grievance procedure.



**ARTICLE XII  
NOTIFICATION OF VACANCIES**

A. Notification of Vacancies

1. Posting

In the event a present position becomes vacant or a new position is established, such vacancy or new position will be posted in each school building and copies of the same shall be mailed to the Association President.

2. Assignments

By July 1 the School Business Administrator/Board Secretary shall provide the Association President with the identification of all Support Staff personnel and their assignments.

**ARTICLE XIII  
TRANSFERS AND REASSIGNMENTS**

A. Vacancy

1. Filling of any vacancies occurring from the original will be at the Board's discretion.

B. Filing Requests

Employees who desire a transfer to another assignment may file a written statement of such desire with the School Business Administrator/Board Secretary. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the school year shall be submitted no later than five working days after the posting of the vacancy. During the summer recess, vacancy postings shall be mailed to all ten month employees.

C. Criteria for Assignment

In the determination of requests for voluntary reassignments and/or transfer; the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system.

**ARTICLE XIV  
EMPLOYEES EVALUATION**

A. Frequency

All employees shall be evaluated by their immediate supervisor at least two (2) times each school year, to be followed in each instance by a written evaluation report and by

a conference between the employee and his immediate supervisor for the purpose of identifying any deficiencies and extending assistance for their correction. Evaluations shall be completed on or before December 1 and March 1 of each year for ten month employees; and, on or before September 1 and March 1 of each year for twelve month employees.

B. General Criteria

1. Copies of Evaluation

An employee shall be given a duplicate copy of an evaluation report at least one (1) work day prior to the evaluation conference. Such report shall not be submitted to the central office or placed in the employee's file without a prior conference. Such a conference shall occur during regular work hours as scheduled by the evaluator. At the conclusion of the conference the employee shall confirm that he/she participated in the evaluation by signing the evaluation report. Such signature does not affirm that all parts of the report are agreeable to the employee. Should an employee refuse to sign such report, the report shall be filed and the refusal shall be noted on the report. An employee shall not be required to sign a blank or incomplete evaluation report.

2. Reports

Evaluation reports shall be presented to each employee by his immediate supervisor in accordance with the following procedures:

- a. Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the employee in a supervisory capacity.
- b. Such reports shall be addressed to the employee.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
  - (1) Strengths of the employee as evidenced during the period since the previous report.
  - (2) Weaknesses of the employee as evidenced during the period since the previous report.
  - (3) Specific suggestions as to measures which the employee might take to improve his performance in each of the areas wherein weaknesses have been indicated.

**ARTICLE XV  
EMPLOYEE-ADMINISTRATION LIAISON**

At the request of either party the Association's representatives shall meet with the School Business Administrator/Board Secretary to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

**ARTICLE XVI  
AGENCY SHOP/REPRESENTATIVE FEE**

If an employee does not become a member of the Association during any membership year commencing with the first day of September of any calendar year 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 the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative. Monies received from this fee can only be utilized to offset these services and for no other purpose. The Association will notify the Board of Education, in writing, of the amount of the regular membership dues, initiation fees, and assessment charges by the Association to its own members for the membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount. Upon receipt of the list of nonmembers from the Association, the Board will commence deduction from the salaries of such employees in accordance with the agreed 85% fee as noted above. The Board will deduct the representation fee in equal installments, as nearly as possible, as determined by the School Business Administrator/Board Secretary from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck received within a thirty (30) calendar day period after receipt of this list from the Association. On the day an employee terminates his/her employment the employee's responsibility to pay a representation fee/agency shop fee shall terminate. The association agrees to indemnify, and save and hold harmless the Board of Education against any and all liabilities or actions which may arise by reason of any action taken by the Board in compliance with the provisions of this article by the Board of Education. The Board of Education agrees to give the Association notice in writing of any claim demand, suit, or other form of action or liability that may arise and said notice shall be sent to the Association President by registered mail, return receipt requested. If the Association fails to hold the Board harmless save the Board and indemnify the Board from any such actions, the Association shall automatically forfeit its agency shop dues deduction privilege.

**ARTICLE XVII  
DEDUCTION FROM SALARY**

- A. Association Payroll Dues Deduction
1. The Board agrees to deduct from the salaries of its employees dues for the Township Of Franklin Supportive Staff Association, the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233

New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. 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 Township of Franklin Supportive Staff 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. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State and National Association Membership

The Board agrees to deduct money from an employee's salary for local, state and national association membership(s) as said employee authorizes and to transmit such money promptly to the respective association(s). An employee may have such deductions discontinued upon sixty (60) calendar days written notice to the Board and the appropriate association.

**ARTICLE XVIII  
EXTENDED LEAVE OF ABSENCE**

A. Military Leave

Military leave without pay shall be granted to any employee who is inducted into any branch of the armed forces of the United States for the period of said induction.

B. Disability Leaves

The Board shall grant a disability leave without pay to any employee upon written request subject to the following:

1. An employee who anticipates a disability shall notify the SBA/BS in writing of the anticipated commencement of the disability as soon as the employee knows of it or within ninety (90) calendar days of the leave commencement, whichever is less.
2. Maternity
  - a. In the case of pregnancy, the employee shall submit a doctor's certificate indicating the anticipated delivery date to the SBA/BS.
  - b. No later than ninety (90) calendar days prior to the anticipated delivery date, the employee may request a leave of absence while she is disabled, for which accumulated sick leave may be utilized.

3. The Board shall continue the employee's coverage in the district's group health plans during the unpaid leave at the written request and expense of the employee.

C. Child Care Leaves

1. Child care leave is available to eligible employees either through the Family Leave Act and/or through the provisions of this article.
2. At the discretion of the employee, child care leave shall begin immediately upon either; a) the termination of the disability leave defined above, or b) no earlier than ninety (90) calendar days prior to a written request to the Board for such leave.
3. In the case of adoption, child care leave shall be requested in writing as soon as the employee knows of it or within ninety (90) calendar days of the leave commencement, whichever is less.
4. Child care leave shall terminate no later than the end of the school year in which it was initiated. Extensions to the duration of the leave shall be at the full discretion of the Board of Education.

D. Illness in Family

A leave of absence without pay for a maximum of the remainder of a school year ending June 30 shall be granted for the purpose of caring for a relative of the employee as follows: spouse, mother, step-mother, mother-in-law, father, step-father, father-in-law, child, step-child, or grandchild. Such leave request must be supported by certification of the patient's physician. The health condition of the family member must render the family member incapable of self-care and involve the ongoing care or supervision of the family member in a medical facility or continuing medical treatment or supervision by a health care provider. Additional leave may be granted at the discretion of the Board.

E. Benefits

All benefits to which an employee was entitled at the time his approved leave commenced shall be restored to him upon his return to employment and he shall be assigned to the same job title in which he was employed at the time the leave commenced.

F Other Unpaid Leaves

An employee may request an unpaid leave of absence for a maximum of one (1) school year. The reason for the requested leave shall be at the discretion of the employee. Such request for an unpaid leave of absence shall be submitted in writing to the SBA/BS at least (60) calendar days prior to the requested effective date of the leave except in an emergency as approved by the Board. The request shall be approved at the sole discretion of the Board.

**ARTICLE XIX  
PROBATIONARY EMPLOYMENT**

It is agreed that any person when first entering the employ of the Board as a regularly assigned employee, shall be considered as a probationary employee for ninety (90) calendar days or sixty (60) work days, whichever is greater, in order that his worth, capability and attitude toward safety regulations may be determined. The Board will be the judge as to the continuance of employment. The employee's salary during the probationary period shall not be less than the least amount provided for in the Salary Schedule for the respective position. Probationary and regular employees are equally entitled to the grievance, arbitration and contract provisions as provided by this Agreement.

**ARTICLE XX  
SICK LEAVE**

Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or exclusion due to contagious disease or quarantine.

A. Accumulative

1. All ten (10) month employees shall be entitled to ten (10) days sick leave each school year as of the first official day of said school year. Ten (10) month employees who are hired for less than a full school year shall be entitled to sick days on a prorated basis. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. All twelve month employees shall be entitled to twelve (12) days sick leave as above.
3. Employees with twenty (20) continuous years of employment, excluding Board approved leaves in the district, will be paid the following at retirement:

Accumulated sick days	<30 hours/week	≥30 hours/week
100 - 150	\$10.00/day	\$10.00/day
151 - 180	\$11.00/day	\$15.00/day
181 and above	\$12.00/day	\$18.00/day

4. Notification in writing must be made to the Board by October 1 of the preceding school year of when he/she plans to retire.
5. The maximum amount of payment by the Board to a retired employee shall be \$3,500.
6. In the event of the employee's death prior to retirement, payment will be made to the employee's estate under the guidelines set forth in Article XX-3,5.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days not later than September 30 of each year.

C. Sick leave does not pertain to the Attendance Officer.

**ARTICLE XXI  
TEMPORARY LEAVES OF ABSENCE**

The Board of Education shall grant a temporary leave of absence to any full time employee as indicated below. Employees who are hired for less than a full school year shall be granted days on a prorated basis as determined by the Superintendent.

- A. Personal Leave - Three (3) days maximum for religious, legal, household, family illness (mother, father, spouse, child), or family matters which cannot be conducted outside the normal work day. Application to the immediate supervisor shall be made at least three (3) school days before the commencement of the requested leave except for family illness or an emergency approved by the Superintendent. Requests for leave shall include the reason for such request – religious, legal, household, family illness, or family matter. Requests for family illness will identify the name and relationship of the family member on whose behalf the request is made. Personal days will not be granted on the first ten or last ten days of school, or on days immediately preceding or following a holiday or scheduled school recess except as approved by the Superintendent prior to the use of the personal day. A maximum of two (2) personal leave days may be taken on consecutive workdays. Unused personal leave days shall be converted to sick days and be added to the employees accumulated sick leave total.
- B. Bereavement - Family - Three (3) days maximum per occurrence may be used for death of a member of the employee's family including: mother-in-law, father-in-law, brother, sister, grandparent, grandchild, or any relative of the employee who has lived within the same household as the employee during the last two years or more. For each occurrence, these days shall be used within ten (10) calendar days, following the first bereavement day. Unused bereavement days shall not accumulate.
- C. Bereavement - Immediate Family – Five (5) days maximum per occurrence may be used for death of a member of the employee's immediate family to include mother, father, spouse, child. For each occurrence, these days shall be used within ten (10) calendar days following the first bereavement day. Unused bereavement days shall not accumulate.
- D. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system if the employee is required by law to attend, (provided the employee is not suing the school district) shall not be charged as Personal Leave.
- E. A through D does not pertain to the Attendance Officer position provided that there is no change in the hours worked in the job description.

- F. Jury duty shall be with pay and shall not be used as personal days, sick days or vacation days.

**ARTICLE XXII  
VACATION AND HOLIDAYS  
Twelve Month Employees**

- A. Vacation entitlement shall be for twelve (12) month employees as follows:

1. After one (1) complete year of employment - 10 days
2. After seven (7) complete years of employment - 15 days
3. After twelve (12) complete years of employment - 20 days
4. After twenty (20) complete years of employment - 23 days
5. After twenty-five (25) complete years of employment - 25 days
6. On July 1 following the employee's initial employment date and upon successful completion of the probationary period, vacation days earned will be prorated to reflect July 1 as the anniversary date for vacation leave accrual. All subsequent vacation leave accruals shall become available on the respective July 1.

- A. Employees shall be entitled to the following holidays with pay:

Fourth of July  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Day  
Martin Luther King, Jr. Day  
Friday prior to Washington's Birthday Observance  
George Washington's Birthday Observance  
Good Friday  
Memorial Day

If any of these holidays fall on a weekend, the employee shall have off the previous Friday or following Monday in conjunction with the school calendar for that holiday. Should schools be open on any of the above holidays, that holiday shall become a workday and the twelve month employees will be credited with an additional vacation day as compensation.



- C. Requests for vacation days shall be submitted in writing to the Superintendent for approval. Such requests shall first be submitted to the immediate supervisor for his recommendation at least two days prior to the requested date. Should extenuating circumstances prevent the employee from complying with two day notification period, he may request a waiver of this requirement through his immediate supervisor who, upon their recommendation, will seek verbal approval from the Superintendent or, in his absence, his designee. Failure to receive approval for the use of a vacation day prior to its actual use shall result in the denial of the request and the day taken shall be charged as an unexcused absence without pay.

## **ARTICLE XXIII TERMS OF EMPLOYMENT**

A. Work Day, Work Week, Work Year

1. Full-time twelve month employees' work days shall be eight (8) hours which includes a half hour duty free lunch and one fifteen minute morning and afternoon break. The specific work hours shall be determined by the Board. However, regular work hours shall not be scheduled between 12:00 a.m. and 6:00 a.m. The work week shall be Monday through Friday.
2. During the summer recess all twelve month employees shall be subject to temporary reassignment within their job classification.
  - a. During the summer recess, the regular work day for twelve month employees shall be scheduled between the hours of 5:00 a.m. to 3:00 p.m.
  - b. During the summer recess, the regular work day for twelve month secretaries shall consist of seven (7) hours which includes a half hour duty free lunch and one fifteen minute morning and afternoon break. The specific work hours shall be determined by the Board.
3. Ten month employees' work day shall be as defined below. The specific work hours shall be determined by the Board. The work week shall be Monday through Friday.
  - a. Attendance Officer - as per job description.
  - b. Bus Aide, Bus Driver - as per actual verified time.
  - c. Classroom Teacher Aide, Library Media Aide - seven hours which includes a half hour duty free lunch. The work year shall include each day on which students are present for school.
  - d. Clerical Aide - eight hours which includes a half hour duty free lunch and two (2) fifteen minute breaks. The work year shall include each day on which students are present for school.

## B. Overtime

Overtime shall be defined as all time worked in excess of forty (40) hours per week or eight (8) hours per day by an employee.

1. When overtime is necessary, the Board will first attempt to have such work performed by volunteers. If no employee volunteers, the Board shall have the right to require an employee to work overtime by taking said employee's name from a rotating list based on seniority.
2. All overtime shall be compensated based upon the actual time worked. The compensation for overtime shall be at the rate of one and one-half (1 1/2) times the employee's regular hourly salary.
3. The Facilities Maintenance Mechanic shall be on call twenty-four (24) hours per day and seven (7) days each week to respond to alarm activations. All responses to alarm activations outside the regular work day shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly salary with a minimum compensation of one (1) hour. Responses to alarm activations on Saturday, Sunday, and holidays designated in Article XXII-B shall be compensated a minimum of two (2) hours at the rate of one and one-half (1 1/2) times the employee's regular hourly salary. The duration of each response shall be determined from the time of alarm deactivation until alarm is activated.
4. The Facilities Maintenance Mechanic shall conduct a weekend and holiday buildings check as assigned. The time spent checking buildings shall be paid with compensatory time at the rate of four (4) hours for each daily cycle. Such compensatory time must be utilized within sixty (60) calendar days of the pay period ending date when it is earned or it will be lost.

## C. Inservice Programs

1. The Board reserves the right to establish inservice programs and/or training at its discretion and require employee attendance. Such inservice programs and/or training shall not exceed three (3) occasions per school year for each unit group unless mutually agreed upon by the Association and Board.
2. Each participating employee shall be compensated their regular wage for attending such programs.
3. Should a program be held on a Saturday, notification shall be given to each respective employee at least two (2) weeks prior to date of the program.
4. Employees may request to be excused from a Saturday program by submitting such a request in writing to the School Business Administrator/Board Secretary at least three (3) work days prior to the date of the program.

D. Field Trips

The transportation supervisor shall distribute a field trip survey form to each bus driver at their initial meeting of each school year. The survey shall be returned no later than September 15 to the transportation supervisor. All interested drivers' names shall be placed on a building eligibility list by district seniority.

E. Other Provisions

1. Bus Driver/Bus Aide (September 1 - June 30)

- a. Bus drivers shall be paid from point of origin back to point of origin. The point of origin shall be determined at the sole discretion of the Board. Point of origin is defined as the location at which the respective assigned bus is housed overnight.
- b. Each driver shall perform duties and a pretrip inspection every morning prior to beginning their route.
- c. If a driver wishes to have their regular run certified for additional verified time, they shall no later than September 30 of each year, present to the transportation supervisor in writing a request for certification. The transportation supervisor shall deliver the decision of certification for additional verified time in writing to the driver no later than November 30. All additional verified time shall be retroactive to the first day of work for the year certified. A disagreement regarding the decision of the transportation supervisor may be processed through the grievance procedure.
- d. A bus driver who is interested in being assigned a kindergarten run shall submit a written application to the SBA/BS in June for the following school year assignment. Assignment to a specific kindergarten run shall be made solely at the discretion of the Board.
- e. Should a kindergarten run be eliminated during the school year, the least senior bus driver shall lose their kindergarten run assignment.
- f. Upon the vacancy of a kindergarten run position, a posting shall be advertised.
- g. Supplemental time is work related time, in addition to verified time, which is required to complete regular job responsibilities such as fueling of vehicle, conferences, vehicle accident, vehicle breakdown, weather delay, delay caused by road construction, and other similar additional time. Each bus driver, except special education bus drivers, shall be paid \$185 in consideration for all supplemental time. Such payment shall be made in June.

- h. Special education route bus drivers and bus aides shall be paid for all supplemental time as described in Article XXII-E1g based upon actual fueling of vehicle time and their base salary. Such time shall be paid as supplemental time and not as verified time.
- i. Special education route bus drivers and bus aides who are employed in such positions as of June 1, 1995 shall be paid for all supplemental time as described in Article XXIII-E1g based upon actual fueling of vehicle time and their base salary. Such time shall be paid as verified time as long as they are employed on a special education route.
- j. Bus drivers shall be compensated for five (5) minutes each school day that they are responsible for the operation of a video camera on their assigned bus route(s).
- k. Upon the acceptance by the Board of a bus driver's or bus aide's retirement resignation, the current school year verified hours of the respective employee will not be decreased from the date of the retirement resignation acceptance through the retirement resignation effective date provided that the Board acceptance and the retirement resignation effective date are in the same school year.

**ARTICLE XXIV  
MEDICAL BENEFITS AND INSURANCE PROTECTION**

The Board shall provide the employee who works twenty or more hours per week and their eligible dependents with health benefits as follows:

A. Hospital and Medical Plan

The Board will pay one hundred percent (100%) of the premium as follows:

All employees shall be enrolled in the AmeriHealth PC-20 plan, or equivalent, at Board expense. Should an employee wish to enroll in or change to the CMM plan, they will be responsible for the difference in premium of the CMM plan and the AmeriHealth PC-20 plan, or equivalent, through payroll deduction each pay period. The Board shall select the carrier.

B. Prescription Plan

The Board will pay one hundred percent (100%) of the premium as follows:

- 1. The program shall provide for a twenty dollar (\$20) co-pay for brand drugs and a ten dollar (\$10) co-pay for generic drugs. The mail order co-pay shall also be twenty dollars (\$20) for brand drugs and ten dollars (\$10) for generic drugs.
- 2. The Board shall select the carrier.

C. Dental Plan

The Board will pay one hundred percent (100%) of the premium as follows:

1. The group premium shall not exceed thirty-three thousand dollars (\$33,000) each year of this agreement.
2. If the dental cap is exceeded the employees participating in the plan shall share the excess cost amount on a percentage basis of the premium over the cap and reimburse the Board through payroll deductions.
3. The Board shall select the carrier.

D. The medical benefits and insurance protection afforded under this article are limited to one coverage per family. In instances where an employee and spouse are both employed by the Board only one person will be enrolled in each respective plan at Board expense.

E. All employees hired prior to July 1, 1982 (upon being employed less than twenty hours per week) shall be provided with the Medical Benefits and Insurance Protection as provided in Article XXIV-A, B, C, D. However, the Hospital and Medical Plan shall be the PPO plan.

- F.
1. Employees shall receive the Medical Benefits and Insurance Protection as provided above in Article XXIV-A, B, C, D at Board expense, for the employee only, until such time as they work three (3) continuous years in their position.
  2. After working three (3) continuous years in their position the employee and their dependents will be provided with the Medical Benefits and Insurance Protection as provided above in Article XXIV-A, B, C, D at Board expense.
  3. An employee may enroll their eligible dependents in any of the plans at their own expense provided that the Board is reimbursed through payroll deduction.

G. The Board shall provide the employee who works for at least four (4) complete years, (excluding unpaid leaves of absence) with health benefits as follows [provided they are working fifteen (15) or more hours per week]:

1. Hospital and Medical Plan – The Board will pay one hundred percent (100%) of the premium for the employee only. The Board shall select the carrier.
2. An employee may enroll themselves and their eligible dependents in any of the plans, at their own expense, provided that the Board is reimbursed through payroll deduction.

H. Physical Examination

The Board of Education shall provide the physical examination for bus driver's license as required by law. Such examination shall be completed by the Board of Education physician.

I. Hospital and Medical Benefit Buy Back

1. An employee may elect to waive the Hospital and Medical Plan benefit coverage and in return, shall receive extra compensation according to the following schedule:

<u>Coverage Status</u>	<u>Amount</u>
Single	\$1,000.00
Parent/Child(ren)	\$2,225.00
Husband/Wife	\$2,550.00
Family	\$2,700.00

- a. This provision does not apply to dental and prescription insurance coverage.
- b. The cash payment is treated as taxable income. Payments will be distributed in equal semi-monthly installments in the employee's paycheck.
- c. The waiver of medical benefits must be for a year (September 1 through August 31) unless benefits available from other sources are discontinued for some reason (loss of job, loss of benefits, divorce, etc.). Employees who lose benefits would be reenrolled in the district's plan. Enrollment can only become effective as of the first day of a month. It is the employee's responsibility to notify the School Business Administrator/Board Secretary in writing of any benefits discontinuation.
- d. Employees choosing the waiver program must sign a release indicating that they and their dependents are covered under another health benefit program. If applicable, employees must provide proof of qualification status.
- e. Employees planning to retire during or at the end of a year and receive their lifetime benefits through pension should not enroll in the buy back. One of the stipulations of the retirement health coverage is that the employee be actively enrolled in the district's plan at the time of retirement.
- f. Employees who are not employed during the full year (September 1 - August 31) and choose the waiver shall have their payments prorated accordingly. This applies to new hires after September 1 and any employment termination that is effective prior to August 31. Employees who choose the waiver and are on unpaid leave of absence without medical benefits shall have their payments prorated as well.
- g. If an employees' coverage status changes during the waiver period, it is the employee's responsibility to notify the School Business Administrator/Board Secretary in writing. Payments would be adjusted and/or prorated accordingly.

**ARTICLE XXV  
JOB CLASSIFICATION**

- A. Day Custodian, Night Custodian, Facilities Maintenance Mechanic, Head Custodian
1. Employees hired on or after July 1, 2004 shall hold the necessary boiler license for operation of low pressure water boilers. Each employee shall be reimbursed the renewal fee for their boiler license.
  2. Employees shall have the responsibility for minor maintenance and repairs of the buildings as assigned by the designee of the Board of Education.
  3. Employees shall utilize themselves in the most efficient manner to keep the assigned buildings in a sanitary condition and plan and coordinate the work so that cleaning and repairs are taken care of promptly and in such a way they do not interfere with education programs.

**ARTICLE XXVI  
SALARIES/OTHER COMPENSATION**

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in the attached salary guides. Employees must be contracted to work (excluding unpaid leaves of absence) at least half of the respective 10/12 month work year plus one day in order to be eligible to move to the next step of the salary guide. Employees cannot advance to the "Off-Guide" steps.

B. Method Payment

1. Each ten (10) month employee shall be paid in twenty (20) equal semimonthly payments. Extra pay for bus drivers will be paid on the 15th of the month for the previous calendar month. Whenever hours in addition to verified hours are worked, the bus drivers shall submit the designated form to the Transportation Supervisor on the workday immediately following the day the additional hours were earned.
2. Each employee employed on a twelve (12) month basis shall be paid twenty-four (24) equal semi-monthly installments.
3. Exceptions

Ten Month Employees

When a pay day falls on or during a school holiday, school vacation or weekend, employees shall receive their pay checks on the last previous working day.

## Twelve Month Employees

When a pay day falls on or during a school holiday, (as listed in Article XXII-B1) or weekend, employees shall receive their pay checks on the last previous working day. When a pay day falls during a vacation of at least three (3) consecutive working days duration, the employee, upon written request to the School Business Administrator/Board Secretary, shall receive their pay check on the last previous working day provided at least fifteen (15) work days prior notice has been given.

### C. Bus Drivers

1. All regular bus drivers shall be paid \$135.00 for compliance with the provisions of Article IX-D1 a, b, c, and e.
2. Employees, whose job description requires the transportation of students in district vehicles, shall be reimbursed the fingerprinting cost necessary for the renewal of their Commercial Driver's License with Passenger Endorsement B.

### D. Uniforms/Work Shoes

1. The Board agrees to purchase uniforms and/or reimburse for one pair of work shoes for each day custodian, facilities maintenance mechanic, night custodian, bus mechanic, bus mechanic's helper and outside buildings and grounds custodian in an amount not to exceed one hundred fifty dollars (\$150) per school year. These employees shall dress in a uniform of color and style determined by the Board during all work hours.

### E. Head Custodians

1. A head custodian for each school building housing more than 300 students shall be appointed annually by the Board. Such position(s) shall be posted prior to such appointment. The annual stipend for head custodian shall be \$900.00.

### F. Other

1. Entry level salaries shall be negotiated between the new employee and the Board of Education. Employees shall be placed on a salary level on or below district employees with comparable district experience.
2. The rate of pay for each position shall be in accordance with the respective salary guide.

### G. Mileage Reimbursement

Should the Attendance Officer be required to use his/her own automobile in the performance of his/her duties, he/she shall be reimbursed for all such travel at the rate (per mile) established and used by the Federal Government for business mileage deduction at the time travel occurs (IRS rate).



**ARTICLE XXVII  
MISCELLANEOUS PROVISIONS**

A. Compliance Between Individual Contract and Master Agreement

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.

B. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:

1. If by the Association, to Board at 3228 Coles Mill Road, Franklinville, New Jersey 08322-3029.
2. If by the Board, to Association at home address of President.

C. An up to date copy of Board policy shall be made available to the Association each year.

**ARTICLE XXVIII  
DURATION OF AGREEMENT**

A. Duration Period

This Agreement shall be effective for the period July 1, 2007 through June 30, 2010. The Association's right to negotiate a successor Agreement is recognized under the provisions of Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 2010, unless it is extended in writing by both parties.

B. Status of Incorporation

In witness whereof the Association has caused this Agreement to be signed by its President, attended by the Secretary and its corporate seal to be placed hereon this 20<sup>th</sup> day of June, 2007, and to be in effect on the day and year in Paragraph A above.

**TOWNSHIP OF FRANKLIN SUPPORTIVE STAFF ASSOCIATION**

\_\_\_\_\_  
Christina Wagner, President

\_\_\_\_\_  
Jason Ruczynski, Secretary

**TOWNSHIP OF FRANKLIN BOARD OF EDUCATION**

\_\_\_\_\_  
Stanley Evans, Jr., President

\_\_\_\_\_  
Elizabeth A. DiPietro, School Business Administrator/Board Secretary

**TOWNSHIP OF FRANKLIN SUPPORTIVE STAFF**

**SALARY GUIDES, 2007-2010**

<b>Bus Aide*</b>			
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	10.23	10.48	10.74
2	10.43	10.64	10.90
3	11.26	10.85	11.06
4	12.22	11.71	11.28
5	12.96	12.71	12.18
6	13.40	13.48	13.22
7	13.77	14.11	14.02
8	14.15	14.49	14.87
9	14.54	14.89	15.28
10	14.94	15.30	15.70

<b>Bus Driver*</b>			
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	14.76	15.13	15.51
2	15.50	15.35	15.74
3	16.38	16.77	15.96
4	17.25	17.67	18.14
5	17.69	18.12	18.60
6	18.18	18.62	19.11
7	18.69	19.15	19.65
8	19.22	19.69	20.21
9	19.79	20.26	20.80
10	20.31	20.80	21.34
OG1	21.10	21.68	22.28
OG2	25.95	26.53	27.13

**TOWNSHIP OF FRANKLIN SUPPORTIVE STAFF**

**SALARY GUIDES, 2007-2010**

<b>Custodian - with boilers license</b>			
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	30,250	31,006	31,781
2	30,704	31,460	32,246
3	32,720	31,932	32,718
4	33,766	34,583	33,209
5	34,557	35,394	36,325
6	35,389	36,246	37,199
7	36,242	37,119	38,095
8	37,136	38,035	39,035
9	38,141	39,064	40,091
10	39,190	40,139	41,194
OG1	40,869	41,912	43,022
OG2	43,110	44,153	45,263
OG3	44,734	45,777	46,887

<b>Custodian - without boilers license</b>			
<b>Buildings and Grounds Custodian</b>			
<b>Bus Mechanics Helper</b>			
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	27,250	27,931	28,629
2	27,659	28,340	29,048
3	28,074	28,765	29,474
4	28,495	29,197	29,916
5	32,849	29,635	30,365
6	33,754	34,571	30,820
7	34,683	35,522	36,457
8	35,578	36,439	37,398
9	36,499	37,382	38,366
10	37,485	38,393	39,402

**TOWNSHIP OF FRANKLIN SUPPORTIVE STAFF**

**SALARY GUIDES, 2007-2010**

<b>Bus Mechanic Facilities Maintenance Mechanic</b>			
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	32,250	33,056	33,882
2	32,734	33,540	34,043
3	33,225	34,043	34,882
4	33,723	34,554	35,405
5	35,936	35,072	35,936
6	37,059	37,955	36,475
7	38,182	39,106	40,134
8	39,305	40,256	41,315
9	40,530	41,511	42,602
10	41,857	42,870	43,997
OG1	45,755	46,862	48,044
OG2	59,753	60,868	62,008

<b>Educational Interpreter</b>			
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
	**	**	**

<b>Secretary</b>			
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	25,523	26,050	26,690
2	26,052	26,550	27,190
3	26,411	27,079	27,690
4	26,819	27,468	28,219
5	27,629	28,257	29,001
6	28,391	29,117	29,843
7	29,232	29,940	30,765
8	30,064	30,762	31,571
9	30,844	31,620	32,422
10	31,694	32,461	33,344
OG	37,610	38,471	39,379

**TOWNSHIP OF FRANKLIN SUPPORTIVE STAFF**

**SALARY GUIDES, 2007-2010**

<b>Clerical Aide</b>			
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	12,600	12,915	13,230
2	12,852	13,173	13,494
3	13,109	13,436	13,764
4	13,371	13,705	14,039
5	13,638	13,979	14,320
6	13,911	14,259	14,606
7	14,189	14,544	14,899
8	14,473	14,835	15,197
9	14,762	15,131	15,501
10	20,543	21,132	21,737

<b>Attendance Officer</b>			
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	5,400	5,535	5,670
2	5,508	5,645	5,783
3	5,618	5,758	5,899
4	5,730	5,873	6,017
5	5,845	5,991	6,137
6	5,962	6,111	6,260
7	6,081	6,233	6,385
8	6,202	6,357	6,513
9	6,326	6,485	6,643
10	8,735	9,038	9,325

**TOWNSHIP OF FRANKLIN SUPPORTIVE STAFF**

**SALARY GUIDES, 2007-2010**

<b>Teacher Aide/1-1 Assistant Library Media Aide</b>			
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	15,047	15,556	16,155
2	15,276	15,756	16,355
3	15,608	15,985	16,555
4	15,969	16,355	16,784
5	16,345	16,740	17,179
6	16,718	17,152	17,602
7	17,149	17,564	18,055
8	17,583	17,979	18,452
9	18,037	18,503	18,960
10	18,533	18,982	19,510
OG	23,027	23,570	24,124

\* Hourly Rate

\*\* Entry Level negotiable with BOE (annual increase 4%)