

TEACHING ASSISTANTS
1988-90

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 * 1988-90 AGREEMENT *
 *
 * Between the *
 *
 * PRINCETON REGIONAL TEACHING ASSISTANTS' ASSOCIATION *
 *
 * and the *
 *
 * BOARD OF EDUCATION - PRINCETON REGIONAL SCHOOL DISTRICT *
 * Board of Education (Employees) *

x July 1, 1988 June 30, 1990

1988-90 AGREEMENT

Between the

PRINCETON REGIONAL TEACHING ASSISTANTS' ASSOCIATION

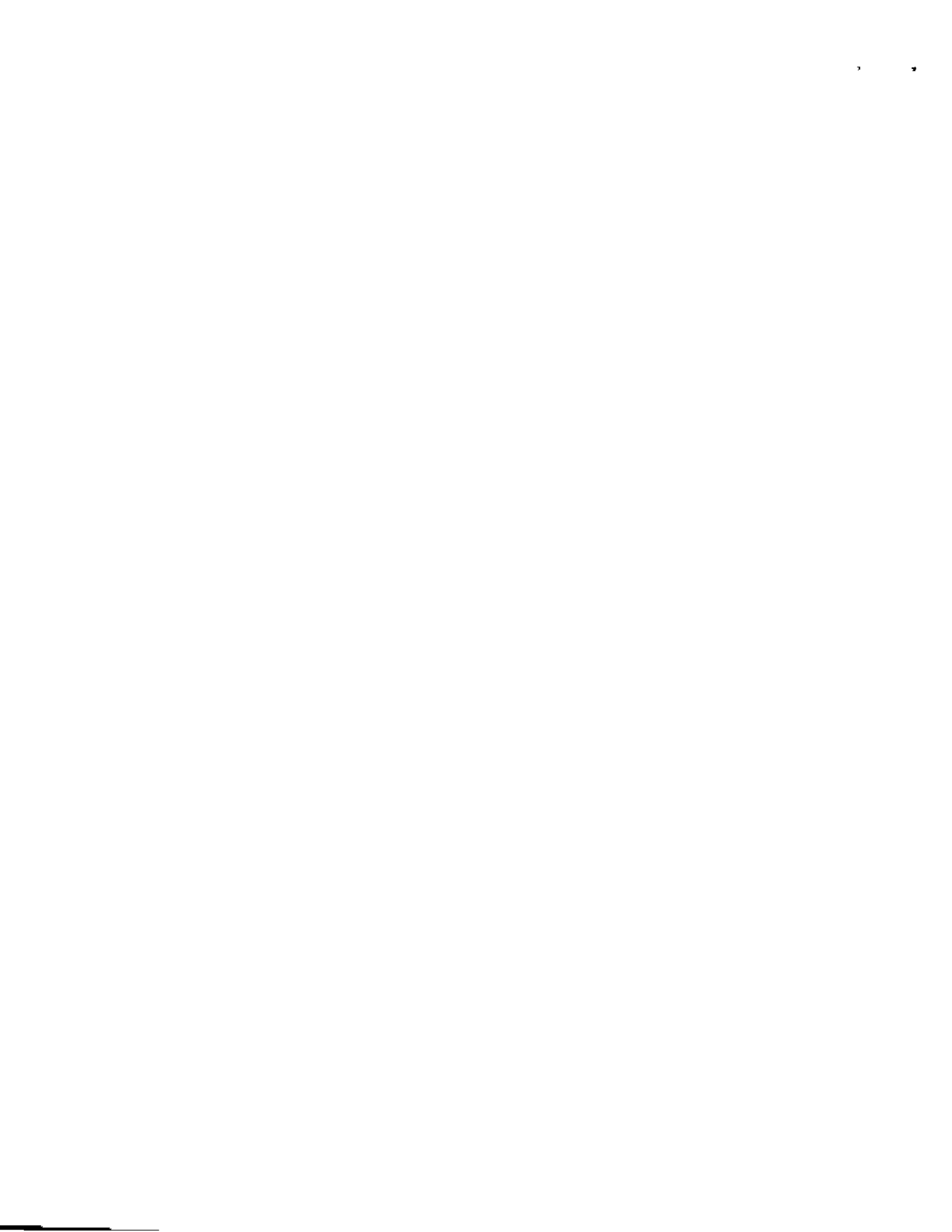
and the

BOARD OF EDUCATION - PRINCETON REGIONAL SCHOOL DISTRICT

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SCHEDULE A--Salary Guide



PREAMBLE

This Agreement is entered into this 2nd day of May, 1988, by and between the Board of Education of Princeton Regional Schools, Princeton, County of Mercer, State of New Jersey, hereinafter called the "Board," and the Princeton Regional Teaching Assistants' Association, hereinafter called the "Association," and represents the complete and final Agreement on all bargainable issues.

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for the following designated personnel under contract or employed by the Board:

Teachers' Assistants

Part-Time Teachers' Assistants

- B. Unless otherwise indicated, the term "employee(s)," used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the negotiation unit as above defined.
- C. Unless otherwise indicated, references to "Superintendent," when used in this Agreement, shall encompass the meaning of "Superintendent or his/her designee."
- D. All other individuals employed by the Board not specifically above are excluded from the negotiations unit.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Negotiations

1. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act in a good-faith effort to reach agreement concerning terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
2. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be ratified by the Association, shall be adopted by appropriate resolution of the Board, and shall be signed by the Board and the Association.
3. The signature of the Association on the Agreement shall be pursuant to authorization received from the membership, and the Board reserves the right to request a statement signed by an officer of the Association that the membership has ratified the Agreement.

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

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is an appeal by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.
 - a. A grievance based upon the possible interpretation, application, or violation of this Agreement shall be subject to binding arbitration.
 - b. A grievance based upon policies and/or administrative decisions affecting an employee or group of employees will follow prescribed procedures but will not be subject to arbitration.
 - c. The term "grievance" and the procedure relative thereto shall not be deemed applicable to the following:
 - 1) A complaint of an employee which arises by reason of his/her not being reemployed.
 - 2) A complaint by any employee occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position.
2. A grievance to be considered under this procedure must be initiated by the employee or group of employees within twenty-two (22) workdays from the date of its occurrence.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.

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. Since it is important that grievances 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.
2. 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, then the time limits set forth herein as workdays shall be interpreted as days when the central office is open.
3. Failure at any step of this procedure to communicate the decisions on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
4. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
5. The Association may process a grievance through all levels of the grievance procedure in accordance with this ARTICLE even though the aggrieved may not wish to do so.
6. Level 1 Any employee who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2 If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, (s)he shall set forth the grievance in writing to the principal or immediate supervisor with a copy to the Association specifying:

- a. The matter at issue or in dispute.
- b. The reasons given by the supervisor for his/her decision.
- c. Counterarguments of the grievant.
- d. The grievant's request.

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at higher levels in the procedure only with the consent of all interested parties.

The principal or immediate supervisor shall respond in writing specifically to the points raised by the grievant, introduce any additional reasons for his/her decision, and conclude with a reasoned decision within six (6) workdays of receipt of the written grievance.

Level 3 The employee, no later than six (6) workdays after receipt of the principal's decision, may appeal the decision to the Superintendent of Schools.

The appeal shall be made in writing to the Superintendent with a copy to the Association. The appeal shall include the document submitted by the grievant at Level 2, a copy of the supervisor's reply, and the reasons for the appeal.

The Superintendent or his/her designee shall hold a hearing and render a decision within fifteen (15) workdays of receipt of the grievance.

Level 4 If the grievance is not resolved to the employee's satisfaction, (s)he, not later than six (6) workdays after receipt of the Superintendent's decision, may request a review by the Board.

The request shall be submitted in writing through the Secretary to the Board. It shall include reasons for requesting the review of the Superintendent's decision. The Secretary to the Board shall request all related papers from the Superintendent and forward them to the Board.

The Board, or a committee thereof, shall review the grievance and in the case of a grievance which does not relate to a matter specifically part of this Agreement, shall hold a hearing with the employee and render a decision with reasons in writing to the employee and the Association within twenty-two (22) workdays of receipt of the grievance by the Board.

If the grievance relates to a matter specifically part of this Agreement, the Board upon request of the Association and/or at its option will hold a hearing either by the Board or a committee of the Board. The Board shall render a decision with reasons in writing to the employee and the Association within twenty-two (22) workdays of receipt of the grievance by the Board. The Board shall notify the employee and the Association in writing of its decision not to hold a hearing no later than ten (10) workdays after receipt of the grievance by the Board.

Level 5 If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by an arbitrator for a grievance over the interpretation, application, or violation of this Agreement, the Association shall so notify the Board through the Secretary to the Board within ten (10) workdays of receipt of the Board's decision.

The parties shall be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.

The Association and the Board shall be limited to placing one (1) issue before an arbitrator at any time. Arbitrators shall be prohibited from hearing more than one (1) grievance, except by mutual agreement of the parties.

1. The authority of the arbitrator shall be subject to the following:
 - a. (S)he shall be without power or authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement.
 - b. (S)he shall be bound by the laws of the state of New Jersey and the United States and decisions of the courts of New Jersey and of the United States.
 - c. (S)he shall be without power or authority to make any decision which requires a monetary award which shall require expenditures of funds not allocated in the budget. However, any such decision that is not appealed by the Board shall be implemented prospectively with funding in the next succeeding budget.
2. Only the aggrieved, the Association, and the Board shall be given copies of the arbitrator's decision.
3. The Association and the Board shall be responsible for all costs incurred by each, and only the fee and expenses of the arbitrator shall be shared by each party paying one-half.
4. The decision of the arbitrator shall be binding upon the parties subject to whatever appeals are permitted by law.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall be notified that the grievance is in process at the time of submission of the grievance in writing. The Association shall have the right to be present and present its position at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination or reprisal in following the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance originates above the level of principal, it may be submitted in writing by the Association directly to the Superintendent, and the processing of such grievance shall be commenced at Level 3.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances shall be prepared jointly by the Superintendent or his/her designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the ARTICLE.

ARTICLE 4

ASSISTANT RIGHTS AND PRIVILEGES

- A. Pursuant to the New Jersey Employer-Employee Relations Act (Chapter 123, P.L. 1974), the Board and the Association hereby agree that Assistants shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from so doing. The Board and the Association agree that they shall not directly or indirectly discourage, deprive, or coerce any Assistant in the enjoyment of any rights or protections conferred by the New Jersey Employer-Employee Relations Act.
- B. Nothing contained herein shall be construed to deny or restrict any Assistant such rights as (s)he may have under New Jersey school laws.
- C. No Assistant shall be disciplined without just cause.
- D. Whenever any Assistant is required to appear before the Board or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that Assistant in his/her office, position of employment, or the salary or any increments pertaining thereto, then (s)he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- E. The Board agrees to furnish to the Association a current roster of personnel represented by the Association, one copy of agenda and minutes of all business meetings as duplicated and distributed to Board members and the County Superintendent of Schools, and such other public information that shall assist the Association in collective negotiations and handling of grievances.
- F. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings, (s)he shall suffer no loss in pay.
- G. The Association and its representatives may be permitted to use school buildings at reasonable hours for meetings. The principal of the building in question shall give approval in advance to the time and place of all such meetings, and such approval shall not be unreasonably withheld.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other employee organization(s) representing any portion of the unit.

I. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit and not only for those in the Association.

J. Reduction in Force

In the event of a reduction in force (RIF), employees will be grouped in the following manner:

1. Beginning employees through fifth year of service
2. Sixth through tenth year of service
3. Eleventh through fifteenth year of service

All employees within each subgroup are considered equal in service. Lesser service groups must be eliminated before individuals within greater service groups can be rified. The Administration retains the right to choose which employees are rified within a category during a partial RIF.

ARTICLE 5

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the state of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under New Jersey Statutes Title 18A, Education, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 6

WORK YEAR AND WORKING HOURS

A. Work Year

1. For contractual employees, the work year shall be in accordance with the academic calendar adopted by the Board of Education and shall not exceed one hundred eighty-five (185) days.
2. For hourly employees, the work year shall be determined by the the school principal.

B. Working Hours

1. For contractual employees, the workday shall consist of seven (7) hours exclusive of a duty-free lunch period.
2. For hourly employees, the working hours shall be determined by the school principal.

C. Time Reporting (Required by the Federal Wage-Hour Law)

1. Daily attendance and hours worked shall be reported in accordance with established procedures.
2. Required attendance at meetings, seminars, etc., conducted on the premises by Princeton Regional staff members shall be reported as time worked.

ARTICLE 7

PROMOTIONS AND VOLUNTARY TRANSFERS

- A. To the extent practicable, opportunity will be given to any employee meeting qualifications as prescribed to apply for and receive fair consideration for any position which becomes vacant.
- B. Notice of positions to be filled will be posted in all buildings. Applications in writing will be accepted from within and without the school system. Applicants shall be notified of appointments, whether or not they are successful candidates. The Association shall be notified of appointments and resignations by receiving copies of Board meeting agenda and minutes which shall be sent to the Association President.
- C. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire at any time with the Superintendent. Such statement shall include the rank, position, and the school or schools to which (s)he desires to be transferred, in order of preference.
- D. All candidates meeting basic requirements will be eligible to apply for the position/vacancy. The Administration reserves the right to request from the applicant any pertinent information deemed necessary to fairly evaluate the qualifications of the applicant and may include tests of proficiency on equipment related to the position/vacancy. In filling such vacancies, consideration shall be given to qualified employees already employed by the Board. Consideration will also be give to length of time in the Princeton Regional School District.

ARTICLE 8

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to the employee as soon as practicable.
- B. When an involuntary transfer or reassignment is necessary, an employee's area of competence and other relevant factors shall be considered in determining which employee is to be transferred or reassigned.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the appropriate administrative person, at which time the employee shall be notified of the reason thereof.

ARTICLE 9

PROTECTION OF ASSISTANTS, STUDENTS, AND PROPERTY

- A. An Assistant may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense and for the protection of persons or property.
- B. Whenever any charge which may affect his/her employment or salary status is brought against an employee by the Board before the Commissioner of Education of the State of New Jersey, the Board shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the employee. Financial support shall be limited to reasonable legal fees.
- C.
 - 1. The Board shall give full support including legal and other assistance for assault upon the Assistant while acting in the discharge of his/her duties. Financial support shall be limited to reasonable legal fees.
 - 2. When absence arises out of or from such an assault or injury, the Assistant shall be entitled to full salary and other benefits for up to one (1) full calendar year but shall not forfeit any sick leave or personal leave. Full salary will be computed as follows:
 - a. Workmen's compensation payments.
 - b. Salary differential paid by the Board.
- D.
 - 1. Assistants shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor and to the Association.
 - 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the Assistant for information concerning the incident or the persons involved and shall act in appropriate ways as liaison between the Assistant, the police, and the courts.

ARTICLE 10

LIAISON COUNCIL

The Association shall select a representative for each school building who shall meet with his/her building principal not less than quarterly during the school year to review and discuss local school problems and practices.

The Association's building representatives shall meet with the Superintendent not less than annually to review and discuss current school problems, practices, and the Administration of the Agreement. The results of these discussions will be shared with appropriate school personnel.

ARTICLE 11

LEAVES OF ABSENCE

A. Sick Leave

All Assistants employed shall be entitled to twelve (12) sick-leave days for each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick-leave days shall be accumulated from year to year, with no maximum limit. Assistants shall be notified in September of their total accumulated sick-leave days.

Pursuant to N.J.S. 18A:30-4, in case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave. Pursuant to N.J.S. 18A:16-2, the Board at their expense may require an employee to undergo a physical examination.

B. Temporary Leaves

1. Assistants shall be entitled to a maximum of two (2) days' leave of absence without loss of pay for personal business. These days may not be used to lengthen a vacation or holiday. All leave requests shall be submitted at least one (1) week in advance (except in the event of an emergency, when shorter notice shall be accepted).

In the case that three (3) or more employees give notice for the same day, the administrator shall grant the day to the first employee to apply and have the right of approval on all subsequent applications.

2. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay up to a maximum of five (5) consecutive workdays, one (1) of which shall be either the day of death or the day of the funeral. Immediate family is defined to include, husband, wife, father, mother, son, daughter, husband's parents, and wife's parents.
3. When individual circumstances are such that a close relative dies other than those defined as members of the immediate family, a special request may be granted not to exceed five (5) days.
4. One day's leave of absence without loss of pay may be granted upon request to attend the funeral of a relative or a close friend.

5. Five days' leave of absence without loss of pay may be granted upon request to care for a member of the immediate family who is ill.
6. Three (3) days' leave of absence without loss of pay may be granted to a husband to provide family care upon the birth of a child.
7. Up to five (5) days' leave of absence without loss of pay may be granted for the purpose of marriage and honeymoon or up to two (2) days for the purpose of attending the marriage of a member of the immediate family.
8. Other leaves of absence without loss of pay may be granted by the Board for good reason.

C. Extended Leaves

Any pregnant employee may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:
 - a. An employee shall request such leave as far in advance as is reasonable but in no event less than ninety (90) days prior to its commencement. An exception may be made for medical emergency designated by a physician's certificate.
 - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c. Exact dates of the leave will be arranged.
 - d. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
2. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related causes. By mutual agreement between the employee and the Board, the leave period may be shortened.
3. The leave of absence granted a nontenured employee hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.

4. No employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.
5. Child Rearing/Adoption Leave is leave without pay for either male or female employees for the purpose of providing child care. Said leaves shall commence upon the termination of a temporary disability leave related to pregnancy, or upon receiving the de facto custody of an infant or preschool child. The employee shall advise the Superintendent as soon as practicable prior to assuming custody of the child.
6. The time spent on maternity/paternity leave shall not count toward placement on the salary guide.
7. No employee shall be removed from her duties during pregnancy, except upon one of the following:
 - a. The Board has found her performance has substantially declined from the time immediately prior to her pregnancy.
 - b. Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:
 - 1) The pregnant employee failed to produce a certification from her physician that she is medically able to continue working, or
 - 2) The Board's physician and the employee's physician agree that she cannot continue working, or
 - 3) Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical condition to continue working. The expense of the examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.
8. If an employee desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period or until she has exhausted her sick leave. The period of disability for the purpose of this section shall be defined as the period commencing one (1) month before the anticipated delivery date and ending one (1) month after the actual delivery or such other period of actual disability as shall be certified to the Board by the employee's physician.

D. Other Leaves

1. A leave of absence without pay may be granted for the purpose of caring for a sick member of the Assistant's immediate family. Additional leave may be granted at the discretion of the Board.
2. Other leaves of absence without pay may be granted by the Board for good reason.
3. All applications and responses for leaves shall be presented in writing on forms provided.

ARTICLE 12

MILITARY LEAVE

- A. Brief leaves of absence without loss of pay will be granted annually to personnel required to perform short periods of military duty annually pursuant to Section 38:23-1 of the New Jersey Statutes. A copy of the military orders shall be filed with the Secretary to the Board.
- B. Leave of absence for military duty for an extended period of time without pay will be granted upon request and upon filing a copy of the military orders with the Secretary of the Board. An extended leave must be renewed annually if it is extended beyond one (1) full year. An extended period is defined as any period longer than ninety (90) days.

ARTICLE 13

EDUCATIONAL IMPROVEMENT

The Board shall reimburse an employee for credits earned in courses approved by the Superintendent. The conditions for payment shall be as follows:

1. To qualify for reimbursement the employee's contract shall be for at least twenty (20) hours per week.
2. Payment shall be made on evidence of satisfactory completion of the course.
3. Payment by the Board shall be at the rate of \$40 per credit hour.
4. Maximum payment by the Board during a full contract year shall not exceed twelve (12) credit hours.
5. The Board and the Association agree that in-service training is desirable and is beneficial to the instructional program. For part-time Assistants, there shall be a paid in-service training program of no less than fifteen (15) hours, which shall be implemented by each building principal.

ARTICLE 14

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedule A, which is attached and made a part hereof.
- B. Upon initial employment, the Board may grant salary guide credit for the same or directly related job experience for the position for which the person is being hired. Prior to actual appointment of a new unit employee, the Administration will review the job description of the position to be filled, as well as the employee's credentials, with the Association President and grievance chairperson.
- C. Pay dates shall be on the fifteenth (15th) and last day of the month unless either date falls on a weekend, holiday, or scheduled school closing during the school year, at which time paychecks will be issued on the last previous regular workday.
- D. All employees shall be given written notice of their salary schedules for the forthcoming year not later than June 1, or within ten (10) workdays of the ratification of the agreement, whichever date occurs later.
- E. Overtime shall be paid as follows:
 1. For full-time contractual employees, straight time shall be paid after thirty-five (35) working hours up to and including forty (40) working hours.
 2. For part-time contractual employees, straight time shall be paid for hours worked in excess of the contracted hours up to and including forty (40) working hours.
 3. Time and one-half shall be paid to all employees for hours worked in excess of forty (40).
 4. For determining the overtime workweek for full-time contractual employees, the following shall count as days worked:
 - a. Holidays.
 - b. Paid sick days.
 - c. Paid personal days.
 - d. Other approved paid leaves.
 5. Unapproved absences shall not receive credit for overtime purposes.

6. A prerequisite for overtime payment shall be proper authorization of the additional work hours in accordance with administrative procedures.
7. All overtime must be mutually agreed to by the employee and immediate supervisor except in case of emergency.

F. Payment at Retirement

Upon retirement at the end of the school year, the retiree shall be paid \$25 per day for each day of accumulated sick leave with a maximum of \$2,500 (two thousand five hundred dollars). For employees who retire during a school year, for purpose of calculating the payment, the unused sick leave from the days accumulated during that year shall be prorated on the basis of 1.2 days per month.

G. Perfect Attendance

An employee who completes one (1) school year with no more than two (2) sick or personal days of absence shall be paid a lump sum of \$200 (two hundred dollars).

ARTICLE 15

INSURANCE PROTECTION

- A. The Board shall carry master insurance contracts which shall make hospital-surgical and major medical protection available to each employee who contracts to work twenty (20) or more hours per week.
- B.
 - 1. Health and major medical coverage will be provided through the New Jersey State Health Benefits Plan, and prescription drug coverage will be provided through New Jersey Blue Cross and Blue Shield.
 - 2. Any contemplated change in the carrier shall be discussed by the Board with the Association. The Board has the right to change carriers provided that substantially similar coverage is provided.
 - 3. For employees who enroll, the Board shall pay the premiums, including family coverage where applicable.
- C. The Board agrees to pay not more than \$213 per year per individual employee for an individual dental program. Any difference between the actual premium and \$213 will be reimbursed to each employee.
- D. It shall be each employee's responsibility to enroll in and revise the medical program coverage in accordance with the needs of his/her family.
- E. Employees who retire shall have the privilege of being covered under the major medical contract on payment of the appropriate premium.
- F. Individuals on leave without pay have the privilege of being covered under the group plans on payment of the appropriate premiums.
- G. The Board agrees to pay the premium for Washington National Disability Insurance, Plan A. Employees wishing to upgrade the plan may do so at their own expense.

ARTICLE 16

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy, subject to the legal authority and duty of the Board to change policies when necessary in the public interest but consistently with the provisions of the New Jersey Employer-Employee Relations Act.
- B. Any individual contract between the Board and 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.
- C. Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.
- D. 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 telegram or registered letter at the following addresses:
1. If by the Association, to Board

Princeton Regional Board of Education
c/o the Secretary to the Board
Valley Road Administration Building
P.O. Box 711
Princeton, NJ 08542
 2. If by Board, to Association

President
at the appropriate building
- E. Agency Shop
1. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative in compliance with N.J.S. 34:13A-5.4.

2. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment.
3. The Association shall furnish to the Board a statement that it has determined the amount of fair share fee in accordance with the formulated requirements of N.J.S. 34:13A-5.4. The fair share fee for services rendered by the Association shall not exceed eighty-five (85) percent of the regular membership dues, fees, and assessments.
4. The Association shall furnish to the Board a statement that it has established a "demand and return system" in accordance with the requirements of N.J.S. 34:13A-5.4 whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.
5. The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits, legal fees (unless legal action is necessary due to Board error), or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of any changes in salary deductions or fair share fees.

ARTICLE 17

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 18

FULLY BARGAINED PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 303 Public Laws 1968.
- B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both.

ARTICLE 19

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1990. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PRINCETON REGIONAL TEACHING
ASSISTANTS' ASSOCIATION

BOARD OF EDUCATION
PRINCETON REGIONAL SCHOOL
DISTRICT

Mary J. Burt
President

Marjorie L. Smith
President

Sean R. Hunter
Secretary

[Signature]
Secretary

SCHEDULE A

SALARY GUIDE

A. Classification of Assistants

1. All existing Assistant positions shall be classified as either Full-Time Assistants or Part-Time Assistants and shall be paid on the appropriate guide. This language shall not be construed to interfere with the Board's right to define, create, or eliminate Assistant positions.

2. Definitions

a. Full-Time Assistants Assistants who are hired to work the full contractual year as defined in ARTICLE 6, Work Year and Working Hours, specifically paragraphs A.1 and B.1.

b. Part-Time Assistants Assistants who are hired to work less than the full work year (ARTICLE 6.A.1), less than the full workday (ARTICLE 6.B.1), or any combination thereof.

B. Full-Time Assistants--Salary

<u>Step</u>	<u>1988-89</u>	<u>1989-90</u>
1 (0-1 yrs.)	\$ 9,736	\$10,320
2 (2-3 yrs.)	10,216	10,829
3 (4 yrs.)	10,720	11,364
4 (5 yrs.)	11,250	11,925
5 (6 yrs.)	11,805	12,513
6 (7 yrs.)	12,387	13,131
7 (8 yrs.)	12,999	13,778
8 (9 yrs.)	13,640	14,458
9 (10 yrs.)	14,313	15,172
10 (11 yrs.)	15,020	15,921
11 (12 yrs.)	15,761	16,706
12 (13+ yrs.)	16,539	17,531

C. Part-Time Assistants--Salary and Contracts

1. Salaries for part-time Assistants shall be calculated on the following hourly rates:

	<u>1988-89</u>	<u>1989-90</u>
First year of employment	\$6.10	\$ 6.65
Second year of employment	6.70	7.30
Third year of employment	7.00	7.65
Fourth year of employment	7.30	7.95
Fifth year of employment	8.00	8.70
Sixth year of employment	8.75	9.55
Employment after sixth year	9.35	10.20

2. Part-time Assistants shall be issued contracts specifying the working hours per day they have agreed to with the principal. This shall be the basis of payment for leaves with pay, extraordinary school closing, etc.

D. Longevity--1988-90

For long-service employees, base salaries will be increased as follows:

12-17 years	\$400
18+ years	500